

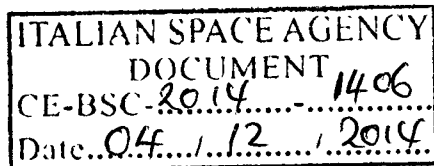
**ITALIAN SPACE AGENCY (A.S.I.)**  
with  
**VITROCISSET KENYA**  
(hereinafter referred to as the "COMPANY/EMPLOYER")

asi - Agenzia Spaziale Italiana  
AOO\_ASI\_2 - Agenzia Spaziale Italiana  
REGISTRO UFFICIALE  
Prot. n. **0010518** - 05/12/2014 - INGRESSO

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**STAFF MANUAL FOR BSC EMPLOYEES**

**Years 2014 - 2015**



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**PREAMBLE:**

The Italian Space Agency was appointed by the Italian Government to manage the San Marco Project activities (hereinafter referred to as "the Project") based on the Luigi Broglio Space Centre in Malindi as per the agreement between the Kenyan and the Italian Governments.

At present, Vitrociset Kenya is the employer of the majority of employees on behalf of ASI, which remains, however, the guarantor of all labor relations, as the only interface with the Government of Kenya. All employees of the San Marco Project - BSC in Malindi at the end of the term of the contract between ASI and Vitrociset Kenya will come back again, without interruption, as set forth in individual letters of employment of the employees themselves.

This Staff Manual shall be used as the basis for the terms and conditions of employment for non-unionisable staff.

**1. APPLICATION**

This Staff Manual shall apply to all the managerial and executive staff of the Employer according to the ASI policies.

**2. INTEPRETATION**

All clauses, paragraphs, appendix and parts, as contained in this manual, shall be taken to mean as they read.

**3. MODALITIES OF RECRUITMENT**

- a) The employment of all the new entry personnel, as per art. 4, will take place according to the Employer exigencies. As a rule, the recruitment will be conducted through national and/or local selections where the requirements and the position/level to be filled will be specified, according to the here attached Appendix;

- b) The existing BSC employees can participate to the selections as the above letter a) and, in case resulting winners, they will be put in the required level with a 50% reduction of their previous years of service (with respect to the computation of years of service).

#### **4. BASIC MINIMUM MONTHLY RATE (EXCLUSIVE OF HOUSING ALLOWANCE) APPLICABLE TO THE NEW ENTRY EMPLOYEES**

1. The basic minimum salary to be paid to an employee is the one specified in relation to the employee's category in the hereinafter attached Appendix 2.
2. Any employee taken by the organization to another area shall not be paid less salary than that applicable to his category.

#### **5. HOUSING ALLOWANCE**

Employees who are not provided with reasonable free housing accommodation by the organization shall be, entitled, in addition to their salary to a housing allowance at a rate of 20% of their basic salary.

#### **NOTE:**

For the purpose of calculating housing allowance for employees who are employed for a period of less than one month, daily rate of housing allowance shall be deemed to be the employee's monthly salary divided by 26 multiplied by 20%.

#### **6. HOURS OF WORK**

1. The normal working week shall consist of forty-five hours of work at the rate of eight hours of work per day from Monday to Friday inclusive and five hours on Saturday, or nine hours per day spread over 5 days of the week from Monday to Friday, should operation necessitate work on Saturday, it shall be considered as a working day. Provided that in the event of inclement weather conditions, the employer may prevent or stop any employee from working for any time during the normal hours of work per day and the employee shall, if he has reported for duty and remains available for work during such time be deemed to have worked for one-half of such time at his normal rate of salary per day, except that nothing in this paragraph shall be construed so as to prevent an employee from reporting for duty each morning.
2. For the purpose of subparagraph (1), any employer who prevents or stops his employees from reporting for work for any period of time due to inclement weather, conditions shall treat such employees as having reported for duty and pay them as stipulated in that subparagraph.



3. Except as provided in subparagraph (II) and without prejudice to any contract of service being terminable by either party no contract of service shall be for less than the normal hours of work per week or in the case of an employee engaged after the start of the week, for less than the normal hours of work per day on each of the remaining days of the week, and any employee who is forced by his employer to work less than normal hours of work per day shall be paid at a rate not less than the employee's daily rate salary.
4. An employee who is stopped from working by his employer for any period of time for any reason other than termination of employment, dismissal or inclement weather conditions, shall be entitled to his full rate of salary per hour or per day, as the case may be.
5. However contingency of duty may require an employee to put in extra hours a applicable.

## **7. OVERTIME**

Should an employee be compelled to work overtime, shall be compensated in respect of work that will have been justified and authorized by an appropriate officer.

## **8. EMERGENCY SHIFT**

Should an employee be required to work on a 24 hours emergency shift, he will be entitled to a forfeit fixed amount of Kshs 1,250/= from Monday to Saturday and Kshs 1,450/= for Sundays and Public Holidays

### **9.1 SPECIAL RESPONSIBILITY ALLOWANCE**

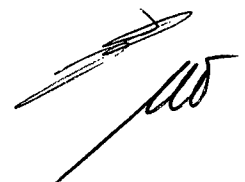
In case ASI management should recognize a special responsibility linked to the role performed by any employee, which goes beyond the duties foreseen in the profile/levels tables of this manual, a special responsibility allowance will be applied according to what stated in Appendix 1.

### **9.2 SPECIAL SKILLS ALLOWANCE**

In case ASI management should recognize in the employees belonging to the top level of each category a special value in terms of the subsequent skills: autonomy, leadership capability, professional competences, results orientation, problem solving orientation, - a special skills allowance of Kshs /= 1,000 monthly will be applied.

## **10. "ON CALL" ALLOWANCE**

Should an employee be called and required to work on a non-working day and/or during his off period, the "on call" shall be paid with an amount of Kshs 370/=.



## 11. NIGHT WORK ALLOWANCE

Where an employee is required to work on a night shift, he shall be paid an allowance of 28% of the daily basic salary per night.

## 12. HOLIDAYS WITH FULL PAY

The following days and all gazetted public holidays shall be holidays with full pay:

New year's day (1st of January)	Good Friday
Easter Monday	Labour Day (1st of May)
Madaraka Day (1st of June)	Heroes Day (20th of October - Mashujaa)
Idd-UI-Fitr Day	Independence Day (12th of December)
Christmas Day (25th of December)	Boxing Day (26th of December)

## 13. GROUP PERSONAL ACCIDENT INSURANCE

1. The employer shall take out a Group Personal Accident policy for each and every employee.
2. The policy shall provide compensation for death, permanent/total disability, temporary disability and medical, surgical and hospital expenses incurred in connection with an accident.
3. In case of an accident, the employee shall be obliged to promptly inform the Human Resource department and produce as soon as possible appropriate documents for the onward transmission to the insurance company.

## 14. SICK LEAVE

When an employee is absent from work due to illness or other physical incapacity, he shall be paid by the organization at his normal rate of salary provided that:

- a) Employees shall not be entitled to such payment unless they produce to the organization a certificate of incapacity covering the period of absence signed by a qualified medical practitioner or person authorized by him in writing and acting on his behalf in charge of a dispensary or medical aid center/hospital.
- b) When an employee who is in receipt of a housing allowance is absent from work due to illness or any other physical incapacity, he shall continue to be paid by the organization such housing allowance in full.
- c) For the purpose of payment for sick leave, an employee shall only be entitled to sick leave for a period of 80 days with full and 90 days with half pay during any period of one calendar year.
- d) An employee shall not be eligible for payment under this paragraph in respect of any incapacity due to gross neglect on his part.

## 15. MATERNITY LEAVE

1. A woman employee shall be entitled to three months maternity leave with full pay.
2. A female employee who takes maternity leave shall not incur any loss of privileges during such period including her annual leave.
3. A male employee shall be entitled to two weeks paternity leave with full pay in each period of 12 months.

## 16. MEDICAL

1. An employee who falls sick and requires medical treatment shall be entitled to reimbursement of expenses incurred in respect of such medical treatment up to KSh. 40,000/= in a period of 12 months on production of receipts issued by registered medical practitioners.
2. No employee shall suffer dismissal or any other discriminatory tendencies on account of being HIV positive.
3. This clause shall cease to apply once the employer has implemented and enrolled employees on a medical scheme.

## 17. TERMINATION OF EMPLOYMENT

- a) The first two weeks of employment with the employer may be treated as a probationary period and during such period the contract may be terminated by not less than one day's notice to be given by either party or one day's in lieu of notice, such notice to expire at the end of the normal hours of work on any day:

Provided that

- I. After completion of probationary period but less than three years' continuous service with an employer, the contract shall be terminable by not less than one month's notice in writing to be given by either party or otherwise by the payment by either party in lieu of notice of not less than one month's salary;
  - II. In the case of an employee who has completed three years' and above of service with the employer, the contract shall be terminable by not less than two months notice in writing to be given by either party or otherwise by the payment by either party in lieu of notice of not less than two month's salary;
  - III. In the case of an employee's service being terminated at the initiative of the employer after completion of two years' continuous service, such employee shall be entitled to payment at the rate of twenty-six (26) days' salary for every completed year of service by way of gratuity to be based on the employee's salaries at the time of termination of his service.
- b) Nothing in this paragraph shall prejudice the right of either party to terminate a contract summarily for any lawful cause.

## 18. PROTECTIVE CLOTHING

The employer shall provide protective clothing, uniform and other necessary equipment to his employees, where required, and such protective clothing and uniform shall be maintained and cleaned by the employer who may opt to provide a bar of washing soap or its equivalent in a month to each employee using such protective clothing and uniform.

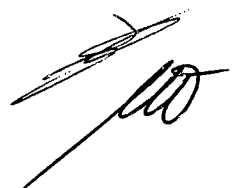
Provided that the above items shall be replaced as and when the issues are inadequate for the purpose for which they were intended.

## 19. SAFARI ALLOWANCE

- 1) An employee who is required to perform work away from his principal area of employment shall be entitled to be paid subsistence and accommodation allowance as follows:
  - a) Meals allowance when an employee goes on a Safari for a day without overnight stay : 1,000 KSh
  - b) For an overnight stop in Nairobi, Mombasa and Kisumu an employee shall be entitled to accommodation allowance of 1,700 KSh
  - c) For an overnight stop when the employer provides accommodation, the rate will be equivalent to a total amount of 1,000 KSh as above and as they may be applicable.
- 2) The substance and accommodation allowance payable under subparagraph (1) of this paragraph shall cease to be payable to an employee after thirty consecutive days of absence on duty from his principal area of employment and thereafter additional accommodation and subsistence allowance shall be considered by the employer.

## 20. REDUNDANCY

- 1) It shall be a condition of every contract that, where the employment of an employee is to be terminated on account of redundancy the following principles shall apply.
  - a) The employer shall have due regard to the seniority in time, ability and reliability of each employee belonging to the particular category of employees affected by the redundancy.
  - b) Any leave due to any employee which is declared redundant shall be paid for in cash.
  - c) An employee declared redundant shall be entitled to severance pay at the rate of twenty-six days' pay (26) for each completed year of service.
  - d) Any redundant employee shall be entitled to the appropriate notice as per the termination paragraph.
  - e) An employee declared redundant shall be entitled to one way travelling allowance to his home area. The allowance will have a minimum value of Ksh 2,250/= and a capping at Ksh 4,500/= according to the distance between the place of work and his home area.
- 2) For the purpose of this paragraph.
  - a) "redundancy" means the termination of employment by an employer before work is completed on the section of which an employee was engaged.
  - b) Loss of employment caused by closure or sale of an undertaking or part of the undertaking shall be deemed to be redundancy.



## 21. SERVICE GRATUITY/RETIREMENT BENEFITS

- 1) On completion of four years' service with an employer an employee shall be entitled to twenty-six (26) days' pay for every completed year of service by way of gratuity to be based on employees' salary at the time of termination of his service.
- 2) An employee who resigns for reasons other than certified ill health or old age or is dismissed summarily for any lawful cause shall not be entitled to gratuity:

Provide that.

- a) in the event of any dispute as regards resignation on medical grounds the verdict of a qualified medical practitioner shall prevail.
  - b) the normal retirement age shall be 60 years provided that the employee has the option of retiring at the age of 55 years.
  - c) on retirement the employee shall be paid one way travelling allowance to his home area. The allowance will have a minimum value of Ksh 2,250/= and a capping at Ksh 4,500/= according to the distance between the place of work and his home area.
- 3) In case of death of an employee the retirement benefits provided for under this paragraph shall be paid by the employer to the labour officer of the area or to the district commissioner for payment to the lawful heirs of the deceased where a will has not been left by the deceased.
  - 4) The appropriate notice as per the termination of employment paragraph shall apply.

## 22. WARNING SYSTEM

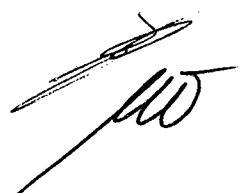
An employee whose work or conduct is unsatisfactory or commits a default which does not warrant summary dismissal shall be warned in writing and the following procedure shall apply.

- a) the first and second warnings shall be entered in the employee's employment record;
- b) if within the twelve months' period referred in the above paragraph the employee commits a further default which does not warrant instant dismissal, he shall be issued with a final warning.

Provided that if the employee completes twelve months from the date of the issue of the first, second or final warning without committing a further default, any warning entered in his employment records shall be deemed to be ineffective for dismissal, except serving as part of his employment records.

## 23. ANNUAL LEAVE

- a) After each period of 12 months consecutive service with an employer, an employee shall be entitled to annual leave for a period covering 29 working days with full pay and such leave may be taken at any time during the ensuing 12 months in consideration with the organization's operations.
- b) Where employment is terminated before the completion of any twelve (12) months' leave-earning period, the employee shall be entitled to two and a quarter days' leave with full pay for each month of service completed since the start of such leave earning period.



- c) Any pro-rata leave earned within a period of twelve months at the time of termination of service shall be paid in cash
- d) For the purpose of this paragraph, Saturdays shall be regarded as any other working day.

#### **24. LEAVE TRAVELLING ALLOWANCE**

An employee who is taking his annual leave shall be paid traveling allowance of KShs 4.500/=.

#### **25. COMPASSIONATE LEAVE**

If an employee wishes to the compassionate leave, he shall be granted up to 10 days a year. Subsequently, additional periods may be offset against his annual leave.

#### **26. RELIGIOUS HOLIDAYS**

An employee deciding to take time off for religious purposes may be granted such time off without pay, or alternatively, such employee shall have the option to having the number of days taken for religious purposes set off against his annual leave entitlement.

#### **NOTE:**

For the purpose of this clause, an employee shall be deemed to be a member of one religion only.

#### **27. ACTING ALLOWANCE**

Where an employee is required to work in a full acting capacity for a period not less than one month in an occupation or grade for which the minimum wage prescribed in this agreement is higher than the minimum wage normally earned by an employee, he shall be paid acting allowance at a rate not less than the difference between such higher rate and his normal wage rate.

#### **28. SAFETY AND HEALTH**

The company will make every reasonable effort to provide safe and healthy conditions of work for employees at all jobs sites and workshops and will provide employees with any necessary protective equipment. Tool and such equipment, which are issued to the employees, must be returned to the employer anytime they are required.

#### **29. CERTIFICATE OF SERVICE**

Every employee shall be given certificate of service by the company upon the termination of his employment unless such employment has continued for a period of not less than four consecutive weeks and every such certificate shall contain:

- a. The name of the employer and his postal address.





- b. The name of the employee
- c. The date when the employment commenced
- d. The nature and usual place of employment
- e. The date when employment ceased and
- f. Such other particulars may be prescribed.

### **30. LETTER OF APPOINTMENT**

Each employee shall be issued with a letter of appointment by the company which letter shall indicate the following:

- a. Name and address of the employer
- b. Name of the employee
- c. Date of engagement
- d. Nature of work or occupation.

### **31. PAYMENT OF WAGES**

- (1) Payment of wages shall be made on a working day during working hours and at the place of employment.
- (2) The method or mode of payment of wages shall in no way prejudice the right of an employee to enjoy any or all fringe benefits stipulated in this Agreement, for this purpose and no matter how an employee is employed or paid, such an employee shall be entitled to all benefits earned by him.
- (3) Where an employer pay wages outside working hours, the time spent in paying wages shall be regarded and paid for as overtime in accordance with overtime clause of this Agreement.

### **32. ABSENCE FROM DUTY**

No employee shall suffer dismissal termination of employment on grounds of absence from duty provided that such absence does not exceed seven (7) continuous working days and provided further that the employee has sufficient and convincing reasons for the absence and no payment shall be due to the employee during the period of such absence.

### **33. FUNERAL /BURIAL ASSISTANCE (DEATH IN SERVICE)**

In case of death of an employee, the employer shall assist towards funeral/burial expenses by way of payment of Kshs 40,000/= and reimbursement of coffin, treatment of body and transport on submission of receipts. Nothing in this clause shall prevent an employer from offering any further assistance, other material or monetary form.



### **34. GENERAL WAGES INCREASE FOR EXISTING EMPLOYEES**

For the existing employees already employed at ASI – Broglio Space Centre in Malindi, there will be a general wages increase of:

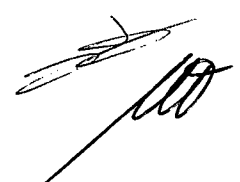
- a) 6% on their basic individual salary for the year 2014;
- b) 6% on their basic individual salary for the year 2015;

### **35. LONG SERVICE INCREMENT**

1. Any Staff employee who completes 3 years (continuously) service with ASI (or Vitrociset Kenya on behalf of ASI) at 1<sup>st</sup> January 2014, will be entitled to a Long Service Increment monthly, depending on the level where he is placed, according to what specified in the here attached tables Appendix 2.
2. Any employee who don't completes 3 years (continuously) service with ASI (or Vitrociset Kenya on behalf of ASI) at 1<sup>st</sup> January 2014. will be entitled to a Long Service Increment monthly, depending on the level where he is placed, according to what specified in the here attached tables Appendix 2.
3. The clause on long service increment will not be included in subsequent Staff Manual provided that the one off increment foreseen in Appendix 2 for the relevant position shall be deemed to be a permanent increment on the employees' salary.
4. For avoidance of doubt, employees who do not qualify under clause (1) and (2) above shall not be entitled to a one off increment.

### **36. DURATION AND EFFECTIVE DATE OF THIS MANUAL.**

1. This Manual shall be effective from 01/01/2014 and shall remain in force for a period of 24 months from the effective date, with these clarifications:
  - a) for the period from 1st January 2014 to 30 November 2014 will be paid the arrears relating to all the increase that is understood by the Manual;
  - b) arrears, as described above, will be paid to employees who retired or died. For deceased employees the arrears will be paid to the legal heirs;
  - c) arrears for the period from 1st January 2014 to 30 November 2014 will be paid in a lump sum within sixty days of signing the Manual;
  - d) the new wages, determined according to the rules of this Manual, will be paid as from 1st December 2014.
2. Thereafter the Agreement shall remain in force. Any revision is subject to either party giving the other party with three months in advance a notice of intention to revise, amend or add new clause giving details of revisions additions or amendments desired.



## APPENDIX 1

### SPECIAL RESPONSIBILITY ALLOWANCE

#### CRITERIA FOR APPLICATION

##### 1 PREAMBLE

Art. 8 of the STAFF Manual, In order to better implement what stated in the Art. 8 of the STAFF Manual, concerning the Special responsibility Allowance for ASI - BSC employees, hereinafter a Scale-Table of criteria is described.

##### 2 RESPONSIBILITY ALLOWANCE LEVELS

- 2.1 Kshs 3,000: Basic level of responsibility for those employees who are invested of small extra duties, needed for the best functioning of the Base Camp organization and which are to be performed with particular attention, meticulousness and awareness.
- 2.2 Kshs 5,000: A wider level of responsibility for those employees, generally in the STAFF and Administrative positions, who are required to perform their dues with particular respect for privacy, reliability and confidentiality. The load of the activities required is often heavier than the one required by the contract. Availability to extra hours and activities is required. Trustfulness and responsibility is required if supporting the management with knowledge of Kenya laws and regulation. Eventually new and not foreseen duties can be required, always within the field of Executive and Administration.
- 2.3 Kshs 7,000: A considerable level of responsibility for those employees to whom is required to perform extra and different activities in addition to the ones prescribed in the individual contracts. The added value can be recognized in a given result to be reached (an extra and new task to accomplish) and/or considering the quality of the extra activity performed.
- 2.4 Kshs 9,000: a high level of responsibility for those employees who lead a group of people or/and perform activities coordinating and managing it in an almost total autonomy, giving added value and proposals to the development of the of them. They represent ASI outside and during workshop or international meetings being responsible of the image and position of the Agency. Respond personally or together with the Agency in case of legal responsibility (liability) if prescribed by law.
- 2.5 Kshs 10,000: legally recognized responsibility (liability) conferred by Kenya Laws, unique and personal and not borne by the Agency at all.

The application and the assignation of the above responsibility allowances is given with a written order (except for the n. 5 which is legally prescribed) to those employees who reflect, in the performing of their functions, what stated in the criteria, as long as those functions and peculiar activities last.

If and when their functions/role should change, the responsibility allowance ceases to be given. Individual written orders will be communicated separately.

**APPENDIX 2**

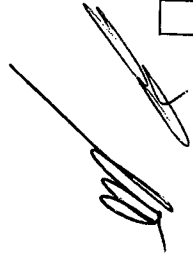
SPECIALIST							
Level	Profiles	NEW entry Basic Salary (year 2013) (A)	Year 2014 (A + 6%) (B)	Year 2015 (B + 6%) (C)	LONG Service Increment Monthly Amount 2013 Kshs	LONG Service Increment Monthly Amount 2014 who completes 3 years (continuously) service at 1st January 2014, Kshs	LONG Service Increment Monthly Amount 2014 who don't completes 3 years (continuously) service at 1st January 2014, Kshs
1	Post secondary school Diploma, and adequate curriculum and/or experience over 12 years	76,968	81,586	86,481	750	795	375
2	Post secondary school Diploma, and adequate curriculum and/or experience from 10 to 12 years	59,376	62,939	66,715	700	742	350
3	Certification related to the technical and scientific activities and/or experience from 6 to 9 years	46,181	48,952	51,889	650	689	325
4	Experience (minimum 3-5 years) in managing technical plants, electrical and mechanical machines	38,869	41,201	43,673	600	636	300
5	General workers foreman experience (minimum 3-5 years) or assistant foreman to other levels	29,181	30,932	32,788	550	583	275

RESEARCHER & GRADUATE							
Level	Profiles	NEW entry Basic Salary (year 2013) (A)	Year 2014 (A + 6%) (B)	Year 2015 (B + 6%) (C)	LONG Service Increment Monthly Amount 2013 Kshs	LONG Service Increment Monthly Amount 2014 who completes 3 years (continuously) service at 1st January 2014, Kshs	LONG Service Increment Monthly Amount 2014 who don't completes 3 years (continuously) service at 1st January 2014, Kshs
1	Phd and/or high level curriculum and/or over 12 years of experience	87,964	93,242	98,836	750	795	375
2	Graduate with adequate curriculum and/or experience from 10 to 12 years	78,233	82,927	87,903	700	742	350
3	Graduate with adequate curriculum and/or experience from 7 to 9 years	65,973	69,931	74,127	650	689	325
4	Graduate with experience from 4 to 6 years	53,712	56,935	60,351	600	636	300
5	Young graduate (experience up to 3 years)	43,982	46,621	49,418	550	583	275

ADMINISTRATION STAFF EMPLOYEES							
Level	Profiles	NEW entry Basic Salary (year 2013) (A)	Year 2014 (A + 6%) (B)	Year 2015 (B + 6%) (C)	LONG Service Increment Monthly Amount 2013 Kshs	LONG Service Increment Monthly Amount 2014 who completes 3 years (continuously) service at 1st January 2014, Kshs	LONG Service Increment Monthly Amount 2014 who don't completes 3 years (continuously) service at 1st January 2014, Kshs
1	Post secondary school Diploma, minimum 9 years of experience	57,176	60,607	64,243	750	795	375
2	Certification related to the activities and experience from 4 to 8 years	43,982	46,621	49,418	650	689	325
3	Certification and/or experience up to 3 years	30,787	32,634	34,592	550	583	275

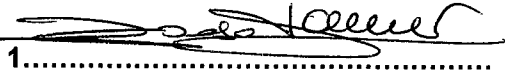
**SECURITY STAFF**

Level	Profiles	NEW entry Basic Salary (year 2013) (A)	Year 2014 (A + 6%) (B)	Year 2015 (B + 6%) (C)	LONG Service Increment Monthly Amount 2013 Kshs	LONG Service Increment Monthly Amount 2014 who completes 3 years (continuously) service at 1st January 2014, Kshs	LONG Service Increment Monthly Amount 2014 who completes 3 years (continuously) service at 1st January 2014, Kshs
1	Security Chief	48,380	51,283	54,360	750	795	375
2	Deputy of security Chief	37,385	39,628	42,006	650	689	325
3	Sergeant	28,588	30,303	32,121	600	636	300
4	Corporal	21,991	23,310	24,709	550	583	275

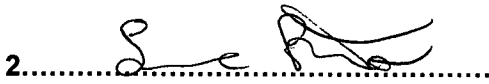


SIGNED:

Signed for ITALIAN SPACE AGENCY (ASI)

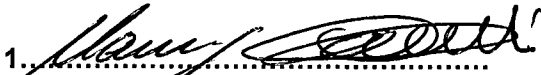
  
1.....

FRANCESCO DOMINICI  
(HEAD OF HUMAN RESOURCE DEPARTMENT)

  
2.....

SIMONE PIRROTTA  
(B.S.C. MANAGER ON DUTY)

Signed for VITROCISSET KENYA

  
1.....

MAURIZIO TONINELLI  
(SERVICE MANAGER)

SIGNED AT NGOMENI..... THIS DAY 3<sup>rd</sup> of December 2014.