

KIRIBATI NATIONAL CONDITIONS OF SERVICE



MAY 2012
PUBLIC SERVICE OFFICE
BAIRIKI, TARAWA

TABLE OF CONTENTS

SECTION A	12
INTRODUCTION	12
Title.....	12
Kiribati Translation.....	12
Validity.....	12
Conditions of Services and Application	12
Delegation of Powers.....	12
Errors in Administration	12
Amendments.....	13
Duty of Employees	13
Maintenance of National Conditions.....	13
Conflict.....	13
Information to Auditor General and SMFED) regarding special circumstances	13
SECTION B	14
APPOINTMENTS (GENERAL)	14
Temporary Appointments.....	14
Part Time Staff and Casual Employees	14
Procedure for Filling a Vacancy	14
Applications for Appointments.....	14
Application from Convicted Persons	15
Certificate of Medical Fitness	15
Terms of Appointment	15
Date of Appointment.....	16
Appointments on Probation.....	16
Procedure for Admission to Permanent Establishment	16
Procedure if Not Suitable for Admission to the Permanent Establishment	16
Extension of Probationary Period	16
APPOINTMENT ON CONTRACT	16
Re-engagement of Contract Officer	16
Extension of Agreement	17
Temporary Appointment	17
Part Time and Hourly Paid Staff	17
PROMOTIONS	17
Vacancies Not Necessarily Filled by Promotion.....	17
Attempts to Influence Promotion	17
Procedure for Promotion	18
Common Cadre Posts	18

Upgrading	18
Information about Upgrading and Promotions	18
Appointment to Act to Establish Suitability for Promotion	18
Seniority	19
ACTING APPOINTMENTS	19
Posts On and Above Salary Level 13	19
Posts Below Salary Level 13.....	19
Liability	19
To Another Organisation or Ministry.....	19
Within an Organisation.....	20
To a Post Carrying a Different Salary Scale	20
Officers Occupying Common Cadre Posts	20
<i>APPENDIX B.1</i> POSTS EXCLUDED FROM CONSIDERATION BY THE PSC.....	21
<i>APPENDIX B.2</i> NATIONAL EMPLOYMENT REGISTER (FORM 1)	22
<i>APPENDIX B.3</i> ADMISSION TO PERMANENT ESTABLISHMENT.....	23
<i>APPENDIX B.4</i> TEMPORARY APPOINTMENT FORM.....	24
<i>APPENDIX B.6</i> RE- ENGAGEMENT OF CONTRACT OFFICER	26
SECTION C	29
TERMINATION OF APPOINTMENTS, RESIGNATION AND RETIREMENT.....	29
Employee on Probation and Permanent Employees	29
Contract Employee	29
Temporary Employee	29
Authority to Terminate	29
Termination Not Necessarily a Disciplinary Measure.....	29
No Loss of Privileges.....	30
PROCEDURE	30
Employees Whose Salary is Above Level 14.....	30
Employees Whose Salary is In Level 14 or Below, Temporary, or Part Time Employees and Probationary Employees	30
VOLUNTARY TERMINATION (RESIGNATIONS).....	31
Permanent Employee.....	31
Contract Employee and Employee on Probation.....	31
Temporary Employee	31
Voluntary Retirement.....	31
Notice Exclusive of Leave.....	31
Address of Notice	31
Waiving of Notice.....	31
TESTIMONIALS.....	32
Issue of Certificate of Service.....	32
Letter of Appreciation	32
Purpose of Certificate of Service	32

Copies of Certificate of Service and Letter of Appreciation.....	32
<i>APPENDIX C.I</i> REDUNDANCY AGREEMENT.....	33
<i>APPENDIX C.II</i> REPUBLIC OF KIRIBATI CERTIFICATE OF SERVICE.....	36
SECTION D	37
CONDUCT AND DISCIPLINE	37
Normal Working Hours	37
Liability to Comply with Orders and Instructions	37
Standard of Behaviour	37
Standard of Dress.....	37
Dealing with the Public.....	37
Liability to be employed on any Duty	37
Attendance on Duty	38
Absence without Leave	38
Absence without Leave in excess of 10 days	38
Absence Through Ill-Health Caused by Neglect or Misconduct	38
Unauthorised Disclosure	38
Contribution to the Press	38
Broadcasts and Public Debate	39
Participation in Politics	39
Outside Activities	39
Trade with Government.....	39
Interest in Commercial Undertakings	39
Presents	39
Official Vehicles	40
Legal Proceedings	40
Serious Financial Difficulties	40
False Information.....	41
DISCIPLINE: GENERAL	41
Appearances before a Court to be reported	41
Punishments.....	41
Authority to Impose Punishment	42
Punishments to be Notified	42
Criminal Proceeding.....	43
Acquittal on Criminal Charge.....	43
Suspension from duty for criminal offences.....	43
Suspension as a result of a Criminal Offence.....	43
DISCIPLINARY PROCEEDINGS	43
Proceedings against an Employee in Salary Level 14 or below	43
Proceedings against an employee whose salary is above Level 14.....	44
Criminal Conviction of an Employee	44
Proceedings Against A contract Officer	44

SECTION E	45
E1 Salary Entitlements	45
E 1.1 Authority	45
E 1.2 Delegate	45
E 1.3 Limitations	45
E 1.4 Policy	46
E1.4 (a) Work value and position classification	46
E1.4 (b) Salary schedules and rates of pay	46
E1.4 (c) Payment of salary	46
E1.4 (d) Salary on initial appointment	47
E1.4 (e) Increment date of appointment	47
E1.4 (f) Recognition of prior service and approved qualifications	47
E1.4 (g) Salary on transfer to any new position	47
E1.4 (h) Salary on promotion	47
E1.4 (i) Progression through the salary scale (increments)	47
E1.4 (j) Progression within a broad banded position (one level to another)	48
E1.4 (k) Adjustment of increment for leave without pay periods	48
E1.4 (l) Entitlement calculations	49
E1.4 (m) Salary deductions	49
E1.4 (n) Salary advance	49
E1.4 (o) Charge allowance	49
E1.4 (p) Acting allowance	49
E 1.5 Procedure	50
E1.5 (a) Payment of Salary	50
E1.5 (b) Salary on initial appointment	50
E1.5 (c) Recognition of Prior Service and/or Approved Qualifications	50
E1.5 (d) Salary on Transfer	51
E1.5 (e) Salary on Promotion	51
E1.5 (f) Progression through the salary scale (increments)	52
E1.5 (g) Progression within a broad banded position (one level to another)	53
E1.5 (h) Adjustment of increment for leave without pay periods	53
E1.5 (i) Salary Deductions	54
E1.5 (j) Salary Advance	54
E1.5 (k) Charge allowance	54
E1.5 (l) Acting allowance	55
E2 Allowances to compensate for irregular hours or additional hours worked.	58
E2.1 Authority:	58
E2.2 Delegate:	58

E2.3	Limitations:	58
E2.4	Policy:	58
E2.4 (a)	Overtime and Time off in Lieu	58
E2.4 (b)	Shift Allowance	59
E2.4 (c)	Extra Shift Allowance	59
E2.4 (d)	Abnormal Working Hours	60
E2.4 (e)	On-Call and Standby Allowances	60
E2.4 (f)	Working Conditions for Security Guards (PSO Memo dated 28th, April 2009)....	61
E2.5	Procedure	61
E2.5 (a)	Overtime and time off in lieu	61
E2.5 (b)	Abnormal Working Hours	62
E2.5 (c)	Shift, on call and stand by allowances	62
E2.5 (d)	Extra Shift Allowance	63
E2.5 (e)	Working Conditions for Security Guards	63
E3	Special duties allowances	64
E3.1	Authority	64
E3.2	Delegate	64
E3.3	Limitations	64
E3.4	Policy	64
E3.4 (a)	Manual Duties Allowances	64
E3.4 (b)	Tool Allowance	65
E3.4 (c)	Sea Going Allowance	65
E3.4 (d)	Weekend at sea	66
E3.4 (e)	Diving Allowance	66
E3.4 (f)	Uniforms	66
E3.4 (g)	Head of Department Allowance (Education)	66
E3.4 (h)	Casual Tutoring or Teaching	66
E3.4 (i)	Sitting allowance	66
E3.4 (j)	Kilometric Allowance	67
E3.4 (k)	House to Office	67
E3.4 (l)	Rural Area Incentive	67
E3.5	Procedure	68
E3.5 (a)	Manual Duties Allowances	68
E3.5 (b)	Tool Allowance	68
E3.5 (c)	Sea Going Allowance	69
E3.5 (d)	Weekend at sea	69
E3.5 (e)	Diving Allowance	70
E3.5 (f)	Uniforms	70
E3.5 (g)	Head of Department Allowance (Education)	70
E3.5 (h)	Casual tutoring or teaching	71

E3.5 (i)	Sitting allowance	71
E3.5 (j)	Kilometric Allowance	72
E3.5 (k)	House to Office	72
E3.5 (l)	Rural Area Incentive	72
E4	Allowances when travelling on duty within Kiribati	74
E4.1	Authority	74
E4.2	Delegate.....	74
E4.3	Limitations	74
E4.4	Policy	74
E4.4 (a)	Approval of Travel.....	74
E4.4 (b)	Mode of Transport.....	74
E4.4 (c)	Dependants	75
E4.4 (d)	Payment in Advance	75
E4.4 (e)	Travel on Duty for Official Purposes	75
E4.4 (f)	Rates of Subsistence Allowance within Kiribati	75
E4.4 (g)	Transit and hospitality allowances	76
E4.4 (h)	Incidental Expenses	77
E4.4 (i)	Variations and Disruptions to the Itinerary.....	77
E4.4 (j)	Accounting for Expenditure	77
E4.5	Procedure	77
E5.1	Authority	79
E5.2	Delegate.....	79
E5.3	Limitations	79
E5.4	Policy	79
E5.4 (a)	Applications for and Approval of Travel on Duty Overseas	80
E5.4 (b)	Mode of Transport.....	80
E5.4 (c)	Travel by dependents.....	80
E5.4 (d)	Payment in advance	80
E5.4 (e)	Subsistence allowance for travelling on duty outside Kiribati	80
E5.4 (f)	Additional allowable expenses (incidentals)	81
E5.4 (g)	Outfit Allowance	82
E5.4 (h)	Allowance Inadequate Provisions.....	82
E5.4 (i)	Variations and Disruptions to the Itinerary.....	83
E5.4 (j)	Accounting for Expenditure	83
E5.5	Procedure	83
E6	Travel on initial appointment, transfer or promotion to another island within Kiribati ...	84

E6.1	Authority	84
E6.2	Delegate.....	85
E6.3	Limitations	85
E6.4	Policy.....	85
E6.4 (a)	Mode of Transport.....	85
E6.4 (b)	Subsistence Allowances	86
E6.4 (c)	Transit Allowances.....	86
E6.4 (d)	Incidental Expenses	86
E6.4 (e)	Variations and Disruptions to the Itinerary	86
E6.4 (f)	Baggage Allowance	87
E6.4 (g)	Disturbance Allowance.....	87
E6.4 (h)	Payment in Advance	87
E6.5	Procedure	88
E7	Repatriation to home island within Kiribati at the end of service.....	89
E7.1	Authority	89
E7.2	Delegate.....	89
E7.3	Limitations	89
E7.4	Policy.....	89
E7.5	Procedure	90
E8	Leave allowances	91
E8.1	Authority:.....	91
E8.2	Delegate:	91
E8.3	Limitations:	91
E8.4	Policy.....	91
E8.5	Procedure	92
SECTION F	94
ANNUAL LEAVE.....		94
Leave Rates.....		94
Leave Year		94
Change in Leave Rates		94

Incomplete Leave Year	94
Accumulation of Leave	94
Transfer between Statutory Bodies or Ministries.....	95
Leave Application	95
Extension of Leave	95
Leave Without Pay.....	95
Training Course	96
Sickness During Leave.....	96
Death in the Service	96
Commutation for Cash.....	96
Forfeiture of Leave	96
Leave Salary	96
Travelling Time.....	97
Travel by Air	97
Overstayed Leave – Employee Unable to Return	97
Leave entitlements for teachers in Primary, JSS and Senior Secondary Schools.	97
SICK LEAVE	98
Sick Leave.....	98
Medical Certificates	98
Recording Sick Leave	98
Short Term Illness.....	98
Extended Illness	98
Recurrence of Sickness	99
Sick Leave is for Contract Employees	99
Sick Leave for Temporary Employees.....	99
Sick Leave for Part Time Employees	99
Injury on Duty.....	99
COMPASSIONATE LEAVE	100
MATERNITY LEAVE.....	100
FAILURE TO RESUME DUTY ON DUE DATE.....	100
MISSING AT SEA	100
APPENDIX F.I ANNUAL LEAVE RECORD FORM.....	101
APPENDIX F.II APPLICATION FOR LEAVE.....	101
SECTION G.....	104
HOUSING.....	104
Control	104
Housing Committee	104
Factors to be taken into account.....	104
Eligibility.....	104
Absence for Period in Excess of 12 months	105
Re-occupation of Houses	105
Taking up Allocation	105
Change of House	105
Hotel and Transit Units.....	105

Shared Accommodation	106
ALLOCATION OF HOUSING OTHER THAN ON SOUTH TARAWA.....	106
Control	106
RENTS	106
Classification	106
Shared Houses	106
Rent Adjustment	106
Rent where house is retained	106
Rent Free Accommodation.....	106
Rent Reduction.....	107
Takeover and Handover.....	107
Responsibility of Occupant	107
Liability to Make Good Loss or Damage.....	107
Vacation of Houses.....	108
MAINTENANCE OF HOUSING ON SOUTH TARAWA	108
Routine Maintenance.....	108
Alterations	108
Contingency Maintenance.....	108
Complaints.....	108
MAINTENANCE OF HOUSING OTHER THAN ON SOUTH TARAWA	108
Maintenance Arrangements.....	108
FURNITURE.....	109
Purchase or hire of Furniture.....	109
Transfer of Furniture	109
Loss or Damage	109
<i>APPENDIX G.I CLASSIFICATION AND RENTS.....</i>	<i>110</i>
GOVERNMENT HOUSING	110
<i>APPENDIX G.II APPROVED FURNITURE SCALES</i>	<i>110</i>
GOVERNMENT HOUSING	110
SECTION H.....	111
TRANSPORT	111
Class of Accommodation	111
Travel for Interview.....	111
TRANSPORT ON APPOINTMENT	111
Entitlement	111
Refunds	111
TRANSPORT ON TRANSFER	111
Entitlement	111

TRANSPORT ON DUTY	112
Within Kiribati	112
Employee Accompanied by spouse	112
Outside Kiribati	112
LEAVE PASSAGE	112
Deferment of Passage	112
TRANSPORT ON COMPLETION OF SERVICE	112
Entitlement	113
On Resignation	113
On Dismissal	113
TRANSPORT OF FAMILY OF DECEASED EMPLOYEE	113
Widow and Children of a Deceased Employee	113
COMPENSATION	113
Injury	113
Personal Effects	113
APPENDIX H.1 CLASS OF ACCOMMODATION WHEN TRAVELLING	114
SECTION I	115
MEDICAL	115
MEDICAL TREATMENT WITHIN KIRIBATI	115
Entitlement	115
Payment for Spectacles and Dentures	115
Contribution for Maintenance	115
MEDICAL TREATMENT OUTSIDE KIRIBATI	115
MEDICAL: GENERAL	116
Refusal to Undergo Treatment	116
Medical Boards	116
Constitution of Board	116
Report of Board	116
Retirement and Termination on Medical Grounds	116
CASUALTIES	117
Notification of Next of Kin	117
Serious Illness	117
SECTION J	118
EXAMINATIONS AND REWARDS	118
Examination Liability	118

Examination in National Conditions, Financial Regulations and Stores Regulations	118
SECTION K.....	119
K.1 General.....	119
K.2 Definitions.....	120
K.3 Approval, advertisement of HRD opportunities and selection.....	120
K.4 Salary matters	120
K.5 Other employment whilst participating in HRD activities	121
K.6 Travel	121
K.7 Leave	122
K.8 Dependents	122
K.9 Financial assistance.....	123
K.10 Conduct and performance	124
K.11 Return of service	124
K.12 Termination of an HRD activity.....	124
K.13 Private Awards.....	125
APPENDIX K.1 BOND	126
SECTION L	135
MISCELLANEOUS	135
REPRESENTATIONS AND PETITIONS.....	135
Channels of Communication.....	135
Representations to the Secretary to the Cabinet.....	135
Representations to the Beretitenti	135
Wording of Representations	135
INTERVIEWS.....	135
Interviews with Officers' Head of Division or SRO	135
Interview with the Secretary to the Cabinet or the Beretitenti.	135
STAFF ASSOCIATIONS.....	135
Membership.....	135
Office Holders.....	135
Consultation.....	136
Activities of Associations and Unions.....	136
ANNUAL CONFIDENTIAL REPORTS	136
Submission of Reports	136
Unsatisfactory Reports	137
APPENDIX L1 SPECIAL/ANNUAL CONFIDENTIAL REPORT.....	138
APPENDIX L 2 ANNUAL PERFORMANCE APPRAISAL REPORT	141

SECTION A

INTRODUCTION

Title

A.1 These conditions shall be known as “National Conditions of Service 2003 Edition” and shall come into effect on 1st January 2011 with amendments when required thereafter.

Kiribati Translation

A.2 The National Conditions shall be published in the Kiribati language as well as in English, but in the event of any inconsistency between the two texts the English text shall prevail.

Validity

A.3 This 2010 Edition of the National Conditions of Service supersedes all past editions of:-

- (i) General Orders
- (ii) Government Unestablished staff conditions of Service
- (iii) G.I.D.A conditions of Service

Conditions of Services and Application

A.4

- (a) National Conditions of Service applies to employees of the Government, Statutory Bodies and Government Owned Companies of Kiribati and includes procedures for the conduct of business relating to those bodies, except where:-
 - (i) the contrary intention appears in National Conditions of Service;
 - (ii) alternative provision is made for a particular employee in any Ordinance or in any regulation, rule, bye-law or order made under such Ordinance; or
 - (iii) the terms of an employee’s appointment may preclude the operation of National Conditions or any other of them.

Delegation of Powers

A.5 Except as otherwise stated in National Conditions, Te Beretitenti has delegated authority to administer National Conditions to the Secretary to the Cabinet as Head of the Public Service and to the Secretary as the officer responsible to the Secretary to the Cabinet for personnel matters. All communications relating to the terms of National Conditions and the personal affairs of officers should, however, be addressed to the Secretary to PSO (SPSO).

Errors in Administration

A.6

- (a) In the day to day administration of National Conditions, errors may occur. No employee will be allowed to lose or gain as a result of such errors nor may such errors be regarded as a precedent for granting similar treatment to any other employee. When an error results in an overpayment, the overpayment may be recovered by the employee through deductions from the concerned

employee's salary. When an error results in an underpayment, the payment shall be made good to the employee.

- (b) No claim by an employee for allowance or any other awards in National Conditions will be entertained unless the claim is made within twelve months of the event which gives rise to the claim.

Amendments

- A.7 National condition may be supplemented or amended from time to time and such amendments and additions will have equal validity with National Conditions.

Duty of Employees

- A.8 Ignorance of the provisions of any National Condition shall be no excuse for its infringement or for non-compliance. It is the duty of all employees to familiarise themselves with National Conditions as amended from time to time. It is the duty of SROs to see that employees have access to National Conditions.

Maintenance of National Conditions

- A.9 It is the duty of employees to whom copies of National Conditions are issued to ensure that they are kept up to date and in good condition.

National conditions are official documents and do not become the property of the employee to whom they are issued.

Conflict

- A.10 In the event of conflict between National Conditions and any law, the law shall prevail.

Information to Auditor General and SMFED) regarding special circumstances

- A.11 The Secretary to Cabinet shall approve and inform the SMFED and the Auditor General when it is deemed necessary to depart from the provisions of National Conditions to cater for special circumstances.

SECTION B

APPOINTMENTS (GENERAL)

Temporary Appointments

B.2 Secretaries and Managers of Statutory Bodies may make appointments on temporary terms for a period of up to 2 months without reference to the PSC. Clearance on all temporary appointments shall be sought from SPSO. Application for extension beyond 2 months shall be submitted to the PSC.

Recruitment of Temporary appointees shall be conducted through the National Employment Register (NER).

Part Time Staff and Casual Employees

B.3 Appointments of employees on a part time basis follow the procedures set out in B.4 except where alternative arrangements have been authorised under Condition B.1.

Procedure for Filling a Vacancy

B.4 When a vacancy occurs, the SRO concerned will send details of the vacancy to the NER on the prescribed form, (*Appendix B.2*) together with a draft advertisement for the post and copied to SPSO. Formal vacancy clearance must first be obtained from the SPSO.

The NER will send the names of applicants to the employer and when necessary, arrange interviews. This information will be copied to the PSC.

It is the responsibility of the employer to notify the NER of the person appointed. (*See also Condition B.6*)

B.5

- (a) No appointment shall be made to a Government post unless provision for that post exists in the estimates, nor may the number in any category of post be increased to a number larger than that shown in the estimates.
- (b) Application for additional Government posts must be submitted by Secretaries to the SPSO and copied to the SMFED.
- (c) Applications for additional Statutory Body or Government Owned Company posts must be referred to the Ministry concerned and the SMFED

Applications for Appointments

B.6

- (a) Applications for work must be made in person to the National Employment Registry or Representative. The applicant must provide for inspection any certificates, documents and references relating to his qualification experiences.

Before attending the National Employment Registry, a person may send a preliminary letter of application for a post and request an interview.

- (b) The above procedure applies to serving employees.
- (c) The procedure does not apply to:-
 - (i) Teacher Trainees
 - (ii) Nursing Trainees
 - (iii) MTC and FTC Cadets
 - (iv) Police new Recruits
 - (v) Fisheries Assistants
 - (vi) Agricultural Assistants

Application from Convicted Persons

B.7 The following criteria will apply when considering applications for appointment or reappointment from persons who have been convicted of a serious criminal offence:-

- (i) A person convicted of criminal charges involving embezzlement fraud, forgery or loss of money for which that person was responsible will normally not be considered for employment.
- (ii) A person convicted of an offence involving professional misconduct and dismissed from employment may be considered for employment in a different type of post.

Certificate of Medical Fitness

B.8 All appointments, other than temporary appointments, are subject to the submission of a certificate of medical fitness, by the appointee to the SRO of the recruiting organisation.

Terms of Appointment

B.9 Appointments shall be made on one or other of the following terms:-

- (i) On probation with a view to admission to the permanent establishment;
- (ii) On contract;
- (iii) On temporary terms for full time;
- (iv) On temporary terms for part time.

Letter of Appointment

B.10

- (a) Appointees to the permanent establishment shall be given a letter of appointment in one of the forms prescribed in *Appendix B.3* of this Section. Appointees must notify in writing, their acceptance of the terms and conditions stated therein.

- (b) Contract appointees shall be given an appropriate form of agreement prescribed in *Appendix B.7* of this Section, for acceptance and signature.

Date of Appointment

B.11 The date of appointment the date on which the appointee reports for duty.

Appointments on Probation

B.12 An employee shall be confirmed to the permanent establishment after completing one year's satisfactory service on probation and after having reached the age of eighteen and passed any required examinations.

Procedure for Admission to Permanent Establishment

B.13 Six weeks prior to the completion of an employee's probationary period, the employee shall be considered for admission to the permanent establishment of the concerned Ministry of Organisation. Where the SRO considers the employee to be in all respects suitable for admission to the permanent establishment, he shall advise the employee accordingly in the form set out in *Appendix B.5* with a copy to the SPSO.

Procedure if Not Suitable for Admission to the Permanent Establishment

B.14 If, the employee is considered unsuitable for admission to the permanent establishment, the SRO shall inform the former accordingly, setting out his reasons and giving him ten days in which to submit representations. Upon receipt of such representations, or if no representations are received within the ten days, the SRO, if he still considers the employee unsuitable will either:-

- (i) extend the probationary period for six months in accordance with B.15 to give the employee time to remedy his deficiencies; or
- (ii) terminate the employee's services by giving him one month's notice in writing and advising him of his right of appeal to the PSC.

Extension of Probationary Period

B.15 Extension of probationary period may be granted to an employee where the SRO sees necessary. The latter shall inform the former, in writing, of the extension, and indicate to the former areas of improving work or conduct. Six months after informing the employee of the decision to extend the probationary period, the SRO shall call for a report on the employee's performance and, upon consideration of that report, the SRO either confirms the employee to the permanent establishment in accordance with B.13, or terminates the employee's services in accordance with B.14 (ii).

APPOINTMENT ON CONTRACT

Re-engagement of Contract Officer

B.16

- (a) When a government employee serving on contract applies for re-engagement the SRO shall submit the application in the prescribed form (*Appendix B.6*) to the SPSO with a recommendation. The SPSO shall forward the application to the PSC, together with any

additional information. If the recommendation is that the employee should not be re-engaged, the SPSO would at the same time inform the employee accordingly and allow him ten days in which to make representations to the PSC. After ten days the PSC will consider as to whether or not the officer should be re-engaged.

- (b) SROs of Statutory Bodies and Government Owned Companies will follow the procedure of (a) above except that an application and recommendation is sent directly to the PSC in the prescribed form.

Extension of Agreement

- B.18 An employee whose re-engagement is approved may be required to enter into a new agreement or may be offered an extension of his existing agreement on the same terms.

Temporary Appointment

- B.19 An SRO is authorised to make an appointment on temporary terms, without reference to the PSC for a period of up to two months given that:
- (i) it is to temporarily fill a vacancy or;
 - (ii) it is to cover the post of an officer who is absent or on leave;
 - (iii) provided that there is an adequate financial provision in the estimates of the Organisation or Ministry concerned.

Part Time and Hourly Paid Staff

- B.20 Procedures for the employment of part time and hourly paid staff are the same as for full time employees who are paid a salary.

PROMOTIONS

Vacancies Not Necessarily Filled by Promotion

- B.21 The existence of a vacancy does not itself entitle an employee in a lower grade to be promoted to that vacancy nor is there any obligation or otherwise where the appropriate authority is satisfied that no suitable candidate exists.

Attempts to Influence Promotion

- B.22 No employee shall seek the influence of Members of the Maneaba ni Maungatabu or other prominent persons as a means of enhancing their prospects of promotion. Any attempts to obtain promotion by such means may debar the employee from consideration for the promotion concerned.

Merits for Promotion

- B.23 Merit shall be determined by;
- (i) Work experience and competence shown in performance of duties previously carried out either in the service or elsewhere.
 - (ii) Personal qualities characteristics and attributes relevant to the position to be filled; and
 - (iii) Relevant educational and other qualifications.

Provided that when two or more applicants for appointment to a position show equal merit under clauses (i), (ii) and (iii) above, then that applicant who has the longest permanent service shall be deemed to have the most merit for appointment.

Provided that in all cases except an appointment on contract of employment of a Kiribati citizen normally resident in an outer island, no recommendation for appointment from outside the service shall be made unless such applicant from outside the service is deemed to have clearly more merit for the position than any serving officer who is qualified and available for the position.

Procedure for Promotion

B.24 When an SRO considers that a vacancy other than in the Common Cadre, should be filled by the promotion of a serving employee, he will follow the procedures laid down by the Public Service Commission, except that promotion to posts under *Appendix B.1* are excluded from normal PSC procedures.

Common Cadre Posts

B.25 Promotions to Common Cadre vacancies are processed by the Secretary to the Cabinet subject to the procedures of the PSC.

Upgrading

B.26 The upgrading of employees must be referred to the PSC or such Responsible Bodies delegated by the PSC.

Information about Upgrading and Promotions

B.27

- (a) For Government posts the SPSO will inform Secretaries of promotions and upgrading within their Ministries.
- (b) For Statutory Body and Government Owned Company posts, the responsible Ministry will inform Managers of promotions and upgrading.
- (c) In cases of (a) and (b) above, the effective dates, the adjusted salaries and incremental dates will be clearly stated.

Appointment to Act to Establish Suitability for Promotion

B.28

- (a) An employee selected for promotion will normally be appointed to act for a period of six months with a view to establishing suitability for the substantive promotion. At the end of the six months acting period, the SRO will submit a report to the PSC recommending either:-
 - (i) the employee's promotion
 - (ii) or that the acting period should be extended for a further period not exceeding six months, or
 - (iii) that the employee should revert to his substantive rank, giving full reasons for his recommendation.

- (b) An employee who is selected for promotion to an organisation other than that in which he is serving must be released to take up his new appointment within a period of six weeks from the date on which his Organisation receives notifications of his selection for promotion.
- (c) An existing employee who applies and is successfully selected to take up a position in another Ministry, organisation or cadre, other than on transfer under B34, will be deemed to have resigned his/her post after accepting the new appointment. The normal probationary period in this case is six months.

Seniority

B.30 Where it is necessary to determine seniority between two or more employees, the following rules will normally apply:-

- (i) In the case of employees of different grades, seniority will be determined by reference to the maximum salary level of the scale on which they are serving, the officer with the highest maximum point being the most senior.
- (ii) In the case of employees of the same grade, seniority will be determined by reference to their date of appointment or promotion to that grade. The employee with the earliest date of appointment being the most senior.
- (iii) Where seniority cannot be determined in accordance with rules (i) and (ii) age may be taken into account, the oldest being the most senior.

ACTING APPOINTMENTS

Posts On and Above Salary Level 13

B.31 Appointments to act for specified periods of time no less than 30 consecutive days in posts carrying a salary L13 and above, other than with a view to establish suitability for promotion are made only through the procedures of the PSC.

Posts Below Salary Level 13

B.32 Appointments to act for specified periods of time no less than 30 consecutive days, in post carrying a salary below L13, other than with a view to establishing suitability for promotion, may be authorised by the SPSO, for Government posts and by Ministries for Statutory Body and Government Owned Company Posts.

TRANSFER AND POSTING

Liability

B.33 An employee may be posted to any station where his services are required.

To Another Organisation or Ministry

B.34 An employee who wishes to be considered to transfer to another Organisation or Ministry other than on promotion must apply to his SRO giving the reasons for his request and listing his qualifications for the post he wishes to fill. The SRO will send the application with his comments to the Organisation to which the employee wishes to transfer. If the application for

such transfer is acceptable to the receiving Organisation, that Organisation will refer it, together with the comments of the employee's SRO, to the Secretary to the PSC for decision on whether or not the transfer should take place.

Within an Organisation

B.35 An employee who wishes to be considered for transfer, other than on promotion, to another Division of the same Organisation must apply to his Head of Division giving his reasons for the request and giving his qualification for the post he wishes to fill. The application will be sent, together with comments, to the Head of the receiving division who will refer it to the SRO. If the transfer is approved, the Secretary of the PSC will be informed of the transfer and the date it takes effect.

To a Post Carrying a Different Salary Scale

B.36 Any transfer which carried with it a higher salary level shall be dealt with under the procedures for promotion.

Officers Occupying Common Cadre Posts

B.37 The posting of employees occupying common cadre posts will be at the discretion of the Secretary to the Cabinet.

APPENDIX B.1 POSTS EXCLUDED FROM CONSIDERATION BY THE PSC
(Consultation takes place in most cases)

Chief Justice

The Attorney General

Judges of the High Court

Registrars and other officers of the High Court and Court of Appeal

Secretary to the Cabinet/Chief Secretary

Secretaries of Ministries

Managers of Statutory Bodies and Government Owned Companies

Commissioner of Police

Members of the Police Force below the Rank of Assistant Superintendent

Posts in respects of which emoluments are paid in whole or in part by Councils established under Section 3 of the Local Government Ordinance 1966.

APPENDIX B.2 NATIONAL EMPLOYMENT REGISTER (FORM 1)
(Notification of Vacancies)

Employer	Section	Vacant Posts	Number	Salary Level	Minimum Qualification Requirement (MQR)	Work Experience	PSO Endorsement

Note:

Employers are requested to notify the Ministry of Labour and Human Resource Development of any vacant post on the above form.

APPENDIX B.3 ADMISSION TO PERMANENT ESTABLISHMENT

To:
ufs:

Dear Sir/Madam

Te Beretitenti acting in accordance with the advice of the PSC has approved that you should be offered appointment to the permanent establishment ason probation for 1 year from.....

2. You will enter the salary scale at per annum and your incremental date will be

3. Your appointment will be subject to the product of satisfactory Medical Certificate. You should arrange to be examined by a Government Medical Officer at the earliest opportunity, and forward the report to the Public Service Office.

4. You will be required to become a Member of the National Provident Fund and 7.5 percent of your salary will be automatically deducted each month as your contribution to the Fund.

5. Please complete the relevant KPF Form, which is an application for you to become a member of the Fund. This form must be returned to the Public Service Office. Your salary cannot be paid before the completed form has been received at the Public Service Office.

6. You will be subject to the provisions of National Conditions of Service and other terms and conditions of service and rulings as may be promulgated from time to time.

7. If you occupy government quarters you will be required to pay rent in accordance with National Conditions of Service.

8. For the purpose of leave and passage your home island will be.....

9. Although you will normally be employed in the above post you will be available for the discharge of any suitable duties which may be allocated to you.

10. I should be grateful if you would signify your acceptance or otherwise of his appointment on the terms and conditions set out in this letter. Failure to return within a reasonable period your acceptance of this appointment and the Medical Certificate required at Paragraph 3 above will invalidate this offer of appointment.

11. You are also required to provide your birth certificate.

Yours faithfully,

Secretary
PSC

cc: Chief Accountant, Bairiki
Auditor General, KNAO, Bairiki
Secretary, PSO, Bairiki

APPENDIX B.4 TEMPORARY APPOINTMENT FORM

FILE REF.

DATE:

To: -----

Dear Sir/Madam

In accordance with the National Conditions of Service B19, you are offered temporary appointment in the Public Service on the following terms:

1. Date and Period of Appointment:
2. Designation:
3. Division:
4. Salary Scale (if applicable):
5. Salary in Employment:

You will be required to become a member of the Kiribati Provident Fund and 7.5 percent of your salary will be automatically deducted each pay day as your contribution to the fund.

No other privileges will be attached to the appointment which may be terminated by one week notice on either date.

Subject to the limitations of the above paragraph you will otherwise be subjected to the National Conditions of Service, other terms and rulings as may be promulgated from time to time.

Yours Faithfully,

Secretary
(Employing Ministry)

cc: Accountant General, MFED
 Auditor General, KNAO
 Secretary, PSO

APPENDIX B.5 LETTER CONFIRMING PERMANENT ESTABLISHMENT

You have now completed the minimum period of one year's satisfactory service on probation and I consider that you are in all respects suitable and meet all the necessary requirements for admission to the permanent establishment. Accordingly, I have pleasure in advising you that you are confirmed in your appointment to the Government permanent/corporation establishment with effect from

.....

Yours faithfully,

Secretary
(Employing Ministry)

cc: Secretary, PSO
Accountant General, MFED
Auditor General, KNAO

APPENDIX B.6 RE- ENGAGEMENT OF CONTRACT OFFICER

Staff In-Confidence

(submit 9 copies)

PSC Form 4

PSC

Recommendation for Re-engagement of Contract Officer

1. Organisation/Division:
2. Title of the Post:
3. Salary Scale of the Post:
4. Officer Name:
5. Qualifications/Experience required for the post:
6. Does the officer possess these qualifications/experiences?
7. Do you consider that there might be a suitable local candidate to fill the post from within the organisation?
8. Do you consider that there might be a suitable local candidate to fill the post from another organisation?
9. If the answer to question 6 and 7 is negative:
 - (a) What training arrangements to rectify the position are being or are proposed?
 - (b) By what approximate date is it expected that a suitable local officer will become available.
10. Is the holder a force for good in the Organisation?
11. Is he good at training local officers and has he a sympathetic approach to their advancement?
12. What the officer's:
 - (a) strongest points?
 - (b) weakest points?
13. Does the officer:
 - (a) Invariably punctual?
 - (b) Attentive to his duties during working hours?
 - (c) Courteous to and co-operative with the public?
 - (d) Co-operative with officers in his own and other departments?
14. Do you consider a better candidate will probably apply if the post was advertised overseas?
15. I do/do not recommend an immediate officer of re-engagement of contract.
16. Length of contract recommended.

Signed:.....
Date:.....
Office:.....

APPENDIX B.7 REPUBLIC OF KIRIBATI AGREEMENT OF SERVICE

By this agreement made this _____ between the Government of Kiribati (hereinafter called “the Government”) and _____ (hereinafter called “the employee”), it is hereby agreed as follows:-

- | | |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Period of Service | 1. The employee will diligently perform the duties of _____ or such other duties as the Government through the SRO may reasonably require for a period of _____ with effect from _____. |
| Duties | 2. The employee will:-
a) act in all respects according to the directions given to him by the Government or his superior officers.

b) during working hours, place his whole time at the disposal of the government and will not engage or be concerned in any other business; and

c) save in so far as is otherwise provided herein or may be inconsistent herewith, be subject to and entitled to the benefits of the National Conditions of Service or other Government or Ministerial orders or instructions for the time being in force in so far as the same are applicable. |
| Salary | 3. The salary scale attributable to the officer is Level _____, the salary points of which are shown on the existing salary scales. The employee shall, however, commence to draw salary at the rate of \$_____ per year. The salary shall be payable fortnightly in arrears by the Government. |
| Taxation | 4. The employee shall be exempted from all direct taxes in the nature of income or personal taxes, except service tax, for the duration of this Agreement. |
| Leave | 5. The employee shall receive a leave entitlement of _____ working days for each complete month of service. This leave may be taken after one year of service, or earlier with the prior consent of the Government. |
| Quarters | 6. The employee shall be allowed to occupy Government quarters. The cost of utilities are to be borne by the employee. |
| Termination of Agreement by Government | 7. Without prejudice to the provisions of the National Conditions of Service relating to dismissal, and subject to any laws then in force and applicable, the Government may terminate the Agreement:- |

- a) by giving the employee not less than one month's notice in writing of the date upon which the Agreement will be terminated;
- b) at any time by giving the employee the equivalent of one month's allowance in lieu of the notice aforesaid; or
- c) in the event of the employee being certified by a Government Medical Officer as medically unfit for service under this Agreement for reasons other than the employee's own misconduct by giving him one month's notice in writing of the date upon which the Agreement will be terminated.

Termination of Agreement by Employee

- 8. The employee may, after the expiration of three month's service, terminate this Agreement:
 - a) by giving not less than one month's notice in writing of the date upon which the employee proposes to terminate the Agreement; or
 - b) at any time by paying the Government the equivalent of one month's allowance.

Further Engagement

- 9. Six months prior to the completion of a tour of service under this Agreement the employee shall give notice in writing to the Government whether he desires to remain in its employment and the Government shall thereupon decide whether it will offer the employee further employment in which case the re-engagement will be on such terms and for such period as may be mutually agreed.

National Conditions of Service

- 10. Matters not covered under the terms of this Agreement shall be governed by the National Conditions of Service and Regulations of the Country for the time being in force.

As witness for hands the day and year above written.

Signed on behalf of the Government

In the presence of:

Signed by the Employee:

In the presence of:

Address of the witness:

Occupation:

SECTION C

TERMINATION OF APPOINTMENTS, RESIGNATION AND RETIREMENT

Employee on Probation and Permanent Employees

C.1

- (a) The appointment of a permanent employee may be terminated at any time by giving him two months' notice in writing or by paying him one month's salary in lieu. (Refer to C.7, C.8 and C.9).
- (b) The appointment of an employee on probation may be terminated in accordance with B.14.

Contract Employee

- C.2 Unless the agreement otherwise provides, the appointment of an employee on contract may be terminated at any time by giving him one month's notice in writing or by paying him one month's salary in lieu.

Temporary Employee

C.3

- (a) Where the duration is for more than one month the appointment of a temporary employee may be terminated by giving him two weeks' notice in writing or paying him two weeks' salary in lieu. (Refer to C8 and C9).
- (b) Where the duration is less than one month the period applicable is one week.

Authority to Terminate

- C.4 All terminations of appointment shall be subject to the approval of the PSC, except that:-

- (i) The posts under Conditions listed in Appendix B.1 are excluded from consideration by the PSC.
- (ii) The termination of appointment of employees occupying posts in level 14 or below
- (iii) The termination of temporary or Part Time appointments is at the discretion of SROs.

Termination Not Necessarily a Disciplinary Measure

- C.5 The termination of employment is appropriate when:-

- (i) An employee's methods or manner of executing his duties are not compatible with the requirements of the Organisation.
- (ii) An employee lacks the skill required to carry out his duties;
- (iii) There are insufficient grounds for dismissal but it is desirable for an Organisation to be dispensed from the employee's services.

No Loss of Privileges

C.6

- (a) An employee whose service is terminated by Government retains his entitlement to passage rights and non-accountable grants.
- (b) Leave entitlement will be on a pro rata basis. That is, one twelfth of the employee's numbers of days annual leave eligibility, for each completed month of service in that year, up to the date of his termination.

PROCEDURE

Employees Whose Salary is Above Level 14

C.7 The SRO will notify the employee in writing that the termination of his appointment has been recommended to the PSC. The employee will be given full reasons for this recommendation and advised that should he wish to make representations to the PSC he must do so within twenty one days of receipt of the letter.

The PSC will make further inquiry if necessary and on the basis of the total information shall decide whether or not the appointment of the employee is to be terminated.

Employees Whose Salary is In Level 14 or Below, Temporary, or Part Time Employees and Probationary Employees

C.8 The SRO will terminate an appointment in writing stating the reasons and notifying the employee of his right to appeal to the PSC against the termination.

Date of Commencement of Period of Notice

C.9

- (i) For employees whose salaries are above L14 the period of notice will commence from the date specified by the PSC.
- (ii) For employees whose salaries are in level 14 or below the period of notice will commence from a date stated in the letter of termination issued by the SRO.

Termination on the Grounds of Redundancy

(See Appendix C.1)

Retirement

C.10

- (i) Except where statutory provisions otherwise provide, an employee must retire on reaching the age of 50 years. No employee may continue in service after reaching the age of 50, except on reappointment on contract terms or on temporary terms only for the purpose of awaiting repatriation.
- (ii) A permanent employee who has satisfactorily served Government up to the official date of retirement and any authorised extensions may continue working and remain in Government housing whilst awaiting the first available transport to his home island (*PSO Memo no.291/01, Cabinet Meeting 29/01 of 13/9/01*).

Withdrawal of Benefits from Kiribati Provident Fund

C.11 An employee must terminate on the occasion of his withdrawing the amount standing to his credit in the Kiribati Provident Fund.

Termination on Medical Grounds

C.12 An employee's appointment will be terminated on medical grounds upon the advice of a Medical Board, that the employee is medically unfit for further service, the Medical Board being that appointed under NCS I.6.

Police Officers Below the Rank of Assistant Superintendent

C.13 The Commissioner of Police, in accordance with the provisions of the Police Ordinance, may at any time terminate the appointment of any Police Officer below the rank of Assistant Superintendent.

VOLUNTARY TERMINATION (RESIGNATIONS)

Permanent Employee

C.14 A permanent employee may terminate his appointment at anytime by giving two months' notice in writing or by paying one month's salary in lieu.

Contract Employee and Employee on Probation

C.15 Unless the agreement otherwise provides, an employee serving on contract or an employee on probation may terminate his appointment at any time by giving one month's notice in writing or by paying one half month's salary in lieu.

Temporary Employee

C.16 An employee serving on temporary terms may terminate his appointment at anytime by giving:

- (i) Two week's notice in writing, or two week's salary in lieu if the employee has served for more than one month or:-
- (ii) One week's notice in writing or one week's salary in lieu if the employee has served for less than one month.

Voluntary Retirement

C.17 An employee may retire on giving two month's notice in writing at any time within the five years preceding his reaching the age of 50 years.

Notice Exclusive of Leave

C.18 All periods of notice given under this section must be exclusive of any period of leave.

Address of Notice

C.19 Notice given in accordance with National Conditions C.14 to C.17 should be addressed to the SRO or the employee's Ministry or Organisation.

Waiving of Notice

C.20

An SRO may recommend to the Secretary to the Cabinet that the period of notice prescribed in National Condition C.14 to C.17 be reduced or waived altogether if the circumstance is sufficiently exceptional to warrant such treatment.

TESTIMONIALS

Issue of Certificate of Service

C.21

On finally leaving Government Service or the Service of his Organisation, other than on dismissal, an employee may request a Certificate of Service.

- (i) In the case of Government employees other than Secretaries, Certificates will be prepared by the employee's Secretary for issue by the Secretary SPSO.
- (ii) In the case of Statutory Body or Government Owned Company employees, certificates will be issued by the General Managers or Chief Executive Officers.
- (iii) Certificates in respect of Secretaries to Ministries will be issued by the Secretary to the Cabinet.
- (iv) Certificates in respect of General Managers or Chief Executive Officers will be issued by Boards.

Letter of Appreciation

C.22 In addition to a Certificate of Service an employee proceeding on retirement leave or on final termination of contract whose conduct and efficiency have been exemplary may be issued with a letter of Appreciation. These will be issued on the same basis as Certificates of Service.

Purpose of Certificate of Service

C.23 A Certificate of Service provides for the assessment of an employee's efficiency and conduct as "Very Good," "Good" or "Fair". Since the object of the Certificate is to provide a reference covering the employee's service with Government or a Statutory Corporation when he seeks employment elsewhere, the assessment should be the most favourable compatible with his standard of service. A specimen Certificate of Service is at *Appendix C.II*.

Copies of Certificate of Service and Letter of Appreciation

C.24 One copy of the Certificate of Service and, where issued, a letter of Appreciation, must be placed on the employee's personal file in his Ministry or Organisation and one in the Public Service Office.

APPENDIX C.I REDUNDANCY AGREEMENT

A. Intervention

- a. The parties to the agreement recognise that a prosperous and expanding economy, coupled with forward planning of labour requirements, are the surest guarantees of security of employment. Nevertheless circumstances arise, e.g. closure or partial closure of an operation due to a fall in demand, discontinuation of a service, the ending of an aid financed project, reorganisation following the introduction of new methods, which give rise to the redundancy.
- b. The entitlements of an unestablished employee who is laid off through redundancy are specified in the agreement is:-
 - i. *to set up a procedure for dealing with a redundancy situation when it arises, and,*
 - ii. *to indicate the main entitlement of the employee under the agreement*

B. Eligibility for redundancy treatment

An unestablished employee on hourly rates of pay as a classified worker whose continuous service with the Government exceeds six months, who is 18 years of age or over but under 50 years and who works at least 35 hours a week is eligible for the benefits prescribed by the Agreement. Benefits become due if he has been laid off because the need for the kind of work which he is employed to do has ceased or diminished through discontinuation of services, reorganisation, completion of projects and changes in methods of work or operation of service.

Note: An employee is not redundant if he completes a specific contract period of employment, is dismissed or discharged for some other cause e.g. inefficiency, unsuitability or health reasons or failure to pass prescribed tests, or who is summarily dismissed for misconduct.

C. Prevention and consultation in the event of redundancy

If the likelihood of redundancy is foreseen the Secretary of the employing Ministry will inform the Secretary to the Cabinet and the Union at least 3 months in advance of those anticipated explaining the reason, and will give consideration to taking appropriate measures to prevent redundancy, e.g. redeployment within Government and voluntary redundancies. If, despite these measures, redundancy arises, or if the measures proposed are not practicable, the Secretary to Cabinet will consult the union(s) at the earliest opportunity in order to reach agreement on which group of employees are liable to be made redundant according to division, job grades, or other categories. If at this stage the Secretary to the Cabinet and Union are unable to agree on the need for, or extent of, the redundancy proposed the union may ask the Minister for Labour and Human Resource Development to appoint a Board of Inquiry, whose membership is acceptable to both parties, to investigate the matter and such Board's findings shall be binding to both parties. No redundancy will take place until the Board's findings are made known.

D. Selection of redundant employees

Following the action in Clause C a d at the earliest opportunity, notification will be given to the employees concerned that redundancy is imminent. A redundant employee will be selected by joint consultation between the Secretary of the employing Ministry and the Union within the

categories agreed on the basis of 'last in, first out'. This principle may not be used in the case of certain employees by agreement between the Secretary of the employing Ministry and the Union.

E. Offer of other work

The Secretary of the employing Ministry will, if possible, offer other work. The alternative work will be suitable to the employee. It will take effect without a break from the previous employment (or within four weeks of the expiration or termination of the employee's employment). If the employee refuses an offer of other work which meets these conditions he will forfeit his entitlement to a redundancy payment. At the time the employee is engaged by the Government it will be the responsibility of the Secretary of the Ministry concerned to arrange explanation to the employee the contract or terms and conditions of service and to obtain a signature from the employee that such an explanation has been given.

F. Acceptance of other work

An employee accepting another job will be regarded as redeployed.

G. Alternative employment

An employee for whom no work is available will be given an opportunity to look for an alternative employment. In the event of employment opportunities occurring with the employing Ministry at a later date, government undertakes to consider persons previously made redundant, prior to the filling of these vacancies.

H. Notice of termination of employment

This will be as follows:-

Up to two years service - two weeks

After two years service - four weeks

To be given after the joint consultation described in section C above.

I. Redundancy payments

These may be offered as follows in addition to gratuity and/or leave pay entitlement:-

Up to six months - no entitlement

From 1 year onwards - 2 weeks pay (a week is calculated as 5 days) for each years service. Periods of service of less than 6 months or duration will count as a year. In addition to the above the employee will be offered a free passage for himself and his family to his home island, provided he takes this within one month or the first available ship.

J. Review

This agreement can be reviewed, in whole or in part, by either party giving three months' notice in writing to the other party. Such notice should state the reasons for requiring the review.

This agreement has been signed in 1975, between both parties and the BKATM Union agrees to publicise the contents of this agreement for information of its members.

For government

.....
.....
.....

For BKATM Union

.....
.....
.....

APPENDIX C.II **REPUBLIC OF KIRIBATI CERTIFICATE OF SERVICE**

Name of employee

Employer

Period of Employment

Last Post Held

Cause of Termination of Employment.....

General Conduct

Secretary to the Cabinet

Date.....

SECTION D

CONDUCT AND DISCIPLINE

Normal Working Hours

D.1 Normal working hours will be prescribed by the SRO of each Organisation. A working week is 36.25 hours (36 hours and 15 minutes).

Office Hours

D.2 SROs should ensure that offices within their organisation are kept open on working days between the following hours.

8.00 am	to	12.30 pm
1.30 pm	to	4.15pm

Liability to Comply with Orders and Instructions

D.3 All employees are subject to the orders, regulations and general instructions issued by the Government from time to time and to lawful orders of senior officers. Failure to comply with such orders and instructions will be regarded as misconduct.

Standard of Behaviour

D.4 All employees are expected to maintain a high standard of conduct and personal behaviour and to perform their duties in an efficient manner.

Standard of Dress

D.5 Except where prevented by the nature of the work, an employee on duty must dress in a clean and tidy manner at all times. Casual wear such as t-shirts or tees, collar T-shirts or bright coloured shirts or jeans and trousers etc must be discouraged during office hours. Sandals, shoes and other things which contribute to tidiness and neatness should be encouraged as part of work dress requirement. It is the responsibility of supervising officers to ensure that employees who are required to wear uniform on duty do so and comply fully with any instruction issued in this respect.

Dealing with the Public

D.6 All employees are expected to be courteous, helpful and attentive in their dealings with the Public.

Liability to be employed on any Duty

D.7 When the public interest requires, an employee may be employed temporarily on any duties irrespective of the normal duties of his post.

Attendance on Duty

D.8

- a. An employee's whole time is at the disposal of his Ministry or Organisation.
- b. An employee must be present on duty during the whole of his normal working hours and may be required to work outside those hours when necessary, whether or not he occupies a post qualifying him for overtime payment.
- c. An employee must not leave his place of work during normal working hours without the permission of his supervising officer.

Absence without Leave

D.9

- (a) An employee must not absent himself from his duties without leave. Absence without leave will be regarded as serious misconduct and an employee who is absent without leave is liable to be dismissed.
 - (b) An employee who fails to produce satisfactory evidence justifying his absence will not receive salary for the period of his absence.
- (a) Supervising Officers must report all cases of absence without leave to the SRO.

Absence without Leave in excess of 10 days

D.10 In any case where an employee is absent without any apparent reason for a period in excess of ten days, the SRO must start disciplinary proceedings against the employee. As a first step he will attempt to contact and inform the employee of the action he proposes to take.

Absence Through Ill-Health Caused by Neglect or Misconduct

D.11 Absence from duty on account of ill-health caused by an employee's own neglect or misconduct may be regarded as absence without leave and dealt with accordingly.

Unauthorised Disclosure

D.12 Unauthorised disclosure by an employee of any information which he has obtained as a result of his position in his Ministry or Organisation, may be regarded as misconduct.

Contribution to the Press

D.13

- (a) No employee may contribute articles, letters or other materials for publication on any matter of a political nature or expressing views contrary to declared Government policies, whether under his own name, or under an SRO.
- (b) An employee does not require permission for publication in his own name of material relating to matters other than those covered in (a) above provided that his doing so will not embarrass the Government. If in doubt an employee should refer to his SRO for a ruling.

Broadcasts and Public Debate

D.14

- (a) Except in the course of his official duties, no employee may broadcast lecture or take part in public debate on any subject of a political nature of express views contrary to declared Government policies without the permission of his SRO.
- (b) An employee does not require permission to broadcast, lecture or take part in public debate on subject other than those in (a) above providing his doing so will not embarrass the Government. If in doubt, an employee should refer to his SRO for a ruling.

Participation in Politics

D.15

- (a) No employee in receipt of a salary in level 12 or above or who is employed in the District Administration or the Information, Broadcasting, Judicial, Police, or Prisons Divisions may be an office bearer or actively canvass support for a political party.
- (b) No Government employee may nominate a candidate for election to the Maneaba ni Maungatabu or campaign or canvass support for candidates.
- (c) An employee who wishes to stand for election to the Maneaba ni Maungatabu must notify his SRO who will be responsible for explaining the conditions under which he may stand.

Outside Activities

D.16 No employee shall take up private employment, or shall be engaged in private business, trade or commercial undertakings while being employed by Government or a Statutory Corporation.

Trade with Government

D.17 No employee may sell property or goods to or otherwise trade with the Government to any material extent except with the permission of the Secretary to Cabinet.

Interest in Commercial Undertakings

D.18 An employee wishing to purchase an interest in any commercial, undertaking operating within Kiribati, or trading with Kiribati, must apply for permission to the Secretary to the Cabinet giving full details of the interest to be acquired. Permission will only be granted if the Secretary to the Cabinet is satisfied that the employee's interest will not be in real or apparent conflict with his duties.

Presents

D.19

- (a) Employees are forbidden to give or receive valuable presents, other than gifts from personal friends, whether in the form of money, goods, passages or any other benefits. This Condition applies not only to themselves, but also to their families and employees are responsible for ensuring that it is observed by their families.
- (b) Valuable presents received in the course of public duty which cannot be refused without giving offence, may be accepted, but must not be retained without the permission of the

Secretary to the Cabinet. An employee must submit a full description of any such present to the Secretary to the Cabinet who shall issue instructions regarding its disposal after consultation with the SRO of the Ministry or Organisation concerned.

- (c) The provisions of (a) of this Condition may be relaxed with the consent of an SRO to permit a voluntary collection to be made for:-
- (i) an employee leaving the Government service or his organisation after not less than five year's service.
 - (ii) The family of an employee who had died.

In approving a collection under this National Condition, the SRO must place a limit on the amount, which may be collected from any employee.

Official Vehicles

D.20

- (a) No employee may drive an official vehicle except under the following conditions:-
- (i) he is possession of a valid driving license for the particular type of vehicle he is to drive;
 - (ii) he has not been refused a policy providing third party insurance cover, by any insurance company;
 - (iii) he has the permission of his SRO to drive the vehicle
- (b) No employee may have the use of an official vehicle for private purposes.

Legal Proceedings

D.21 Except where authorised by any law, an employee may not institute legal proceedings on any matter connected with his official position or arising out of the discharge of his duties without the permission of the Attorney-General.

Serious Financial Difficulties

D.22

- (a) Serious financial difficulties, however caused, will be regarded as affecting an employee's efficiency and may result in disciplinary action being instigated against him.
- (b) When a supervising officer becomes aware that an employee is in serious financial difficulties he must immediately report the fact to his SRO who will inform the SPSO who may, without prejudice to (a) above, require the employee to state what action he proposes to take meet his debts.
- (c) An order of a court of law that part of any wages or salaries payable to an employee shall be paid by his or her employer into court and applied towards judgement debt shall be prima facie evidence of the employee being in serious financial difficulties.

False Information

D.23 An employee who is found to have given false information at the time of his appointment will be liable for dismissal and to forfeit all rights and privileges reserved to him by that appointment.

DISCIPLINE: GENERAL

Appearances before a Court to be reported

D.24 The Chief Registrar must report to an employee's SRO and the SPSO every instance in which an employee is charged before a Court with a serious offence. Where appropriate, the SRO will institute disciplinary action in accordance with National Conditions D.32 and D.33.

Punishments

D.25 The following are the punishments for misconduct, which may be imposed

- a) Reprimand: to be given in writing to the employee, copied to the SPSO and Secretary for PSC.
- b) Suspension without Pay: for up to 20 working days.
- c) Stoppage of Increment: for one year. The stoppage must commence from the incremental date and the incremental date is retained.
- d) Where SPSO considers that the disciplinary allegation is of seriousness that on proof of admission of charge, suspension or more serious disposition is likely, he may suspend the employee, with or without pay, pending resolution of the disciplinary proceedings.
- e) The Secretary shall inform the employee of his decision under sub paragraph (d) herein in writing with reasons.
- f) Where the Secretary suspends the employee with pay under sub paragraph (d) herein, the level of pay during the period of suspension shall be no more than 50% of the normal salary payable to that employee.
- g) The employee shall have a right to appeal within 21 days in writing to PSC, against the decision or any part of the decision of the Secretary's notice to the employee under sub paragraph (d) herein; and the Secretary's notice to the employee under sub paragraph (e) above shall inform the employee
 - i) of that right of appeal, and
 - ii) that the appeal is to be made in writing, and
 - iii) that the appeal must be filed with PSC and delivered to the Secretary within 21 days of the sub paragraph (d) notice
- h) On the hearing of an appeal by the PSC under sub paragraph (g) herein, and regardless of the nature of the appeal, the PSC shall have all the original authority of the Secretary under sub paragraph (d) herein; and in addition the PSC may order suspension at any level, including zero, of the employee's normal salary, pending the outcome of the

disciplinary proceedings.

- i) Where the employee is under interim suspension under sub paragraph (d) or sub paragraph (h), the Secretary, or the NCS, as the case may be, may from time to time, on notice to the employee, review the question of continuing the interim suspension or continuing the salary payment during such suspension, and at what continued level; and on such review such order as to continue suspension or such level of payment (limited as to the Secretary to 50%) may be made as the decision maker in its discretion considers correct in the circumstances.
- j) The provisions herein concerning interim suspension and payment pending completion of disciplinary proceedings shall not apply to person listed in Appendix B.1 or holders of public office; but such analogous process shall be instituted by the proper disciplinary authority as to such employees as is appropriate in the circumstances.

Authority to Impose Punishment

D.26

- (a) An SRO may reprimand an employee holding a post graded at level 5 or below. An SRO may also impose any of the punishments listed in National Condition D.25 on an employee occupying a post in level 14 or below. (Refer to procedures). All other cases, except for officer listed in Appendix B.I, will be referred to the PSC.
- (b) An SRO may suspend on reduced salary, in accordance with National Condition D.32, any employee within his Ministry or Organisation.

Punishments to be Notified

D.27

- (a) An SRO must advise the PSC of any punishment imposed in accordance with National condition D.26.
- (b) For Government employees, the Chief Accountant and Auditor General are to be notified of any punishments imposed, (except for reprimands).

Advice of Right to Appeal

D.28 In imposing a punishment on an employee, an SRO must advise the employee of his right of appeal to the PSC (see National Conditions D.35 to D38).

Procedure with Criminal Offence

D.29

- (a) When on preliminary inquiry into the misconduct of an employee, an SRO has been committed; he shall immediately inform the police.
- (b) When the offence believed to have been committed involves the misappropriation of funds, the SRO will also immediately inform the Auditor General.

- (c) If the police are unable to take action, the SRO will decide whether or not disciplinary action should be taken.

Criminal Proceeding

D.30 If criminal proceedings are instituted against an employee, no disciplinary action shall be taken against the employee on any grounds connected with the criminal charge until the conclusion of the criminal proceedings and judgement on any appeal has been given. But the employee may be suspended in accordance with National Conditions D.32 and D.33.

Acquittal on Criminal Charge

D.31 An employee acquitted of a criminal charge shall not be punished on any charge on which he has been acquitted, and shall be reinstated to his substantive post. All employment benefits that he has forfeited as a result of the criminal charge, shall be fully recovered.

Suspension from duty for criminal offences

D.32

- (a) When an employee is accused of misconduct involving criminal proceedings, or otherwise, likely to result in his dismissal, the SRO will:-
- (i) consider whether it is in the interest of the organisation to suspend the employee from duty.
 - ii) if he decides to suspend the employee, inform him in writing of his suspension and the reason therefore and what proportion of his salary being not less than 50% nor more than 75% of his gross salary – he will receive during the period of his suspension.
- (b) The authority for suspension under paragraph (a) above rests with the SRO.

Suspension as a result of a Criminal Offence

D.33 When an employee is convicted of a criminal offence which is likely to result in his dismissal, the SRO will:-

- (i) if he has not already done so, suspend the employee from duty and inform him accordingly in writing.
- (ii) inform him in writing that his salary will be withheld in full from the date of his conviction until disciplinary proceedings against him are complete;

DISCIPLINARY PROCEEDINGS

Proceedings against an Employee in Salary Level 14 or below

D.35

- (a) When an SRO consider it necessary to start disciplinary proceedings, other than a reprimand, against an employee he shall forward to the employee a summary of the charges made against him and advise him of the proposed punishment. These particulars will also be copied to the Secretary, (PSO).

In the same letter the employee shall be advised that should he wish to make representations to his SRO he must do so in writing within ten days of receiving the letter.

- (b) If the employee does not reply to the charges within the time allowed, or if the reply, in the opinion of the SRO, fails to excuse the employee, then the punishment shall be imposed forthwith. All particulars will be forwarded to the PSC.
- (c) The employee must be informed of his right of appeal to the PSC.

Proceedings against an employee whose salary is above Level 14

D.36

- (a) The SRO shall notify the employee of the charges against him and that a recommendation has been made to the PSC for disciplinary action to be taken. The employee will be advised that should he wish to make representations to the PSC he must do so within 10 days of receiving the letter.
- (b) If a Government employee is involved the SRO (i.e. Secretary) will copy all of the information to SPSO and propose an appropriate punishment. SPSO will forward these details to the PSC, with his/her own recommendation.
- (c) If it is a Statutory Body employee involved, the SRO, (i.e. Manager) will forward the details, together with his recommendation, directly to the PSC.
- (d) After consideration of the recommendations and representations, if any, made by the employee, the PSC will decide the punishment to be imposed, if any, and notify the employer and employee accordingly.

Criminal Conviction of an Employee

D.37 If an employee is convicted of a criminal offence, the concerned Responsible Senior Officer shall:-

- (i) if the employee is in salary level 14 or below or is a Temporary employee, after consideration of the charge and judgement of the court, impose such punishment as he considers appropriate, except that if the employee is sentenced to a term of imprisonment, he will not impose a punishment less than dismissal without the consent of the PSC.
- (iii) if the employee draws a salary in excess of maximum of L14, refer the case to the PSC with his recommendation as to punishment. A copy of the charge and the judgement of the court must also be forwarded to the PSC.

Proceedings Against A contract Officer

D.38 The procedure shall be the same as for any other employee except that the appointment may be terminated at any time according to the provisions of the contract, or Condition C.2.

SECTION E

E1 Salary Entitlements

E 1.1 Authority

- i. PSC (Functions) Act. Regulation: 13. The delegate may approve any deductions to be made from the pay of an employee.
- ii. PSC (Functions) Act. Regulation: 14. The delegate may approve pay in advance.
- iii. PSC (Functions) Act. Regulation: 15. The delegate may determine the suitability or otherwise of an employee to progress to the next increment within a pay band
- iv. PSC (Functions) Act. Regulation: 16. The delegate may approve the increment at which an employee will be paid.

E 1.2 Delegate

- i. SRO
- ii. Secretary PSO

E 1.3 Limitations

- i. This section applies only to employees of government Ministries and Agencies. It does not apply to employees of public companies or authorities, whose remuneration will be set by their board.
- ii. In accordance with the provisions of this policy the Secretary, PSO may approve the level of remuneration attached to a position within the structure of the salary levels in the pay schedule at Attachment 1.
- iii. In accordance with the provisions of this policy the SRO may approve deductions to the pay of an employee.
- iv. In accordance with the provisions of this policy the SRO may approve pay in advance.
- v. In accordance with the provisions of this policy the SRO must determine the suitability or otherwise of an employee to progress to the next increment step within a pay level.
- vi. In accordance with the provisions of this policy the SRO may approve the movement of an employee from one salary level to another within a broad banded position.

- vii. In accordance with the provisions of this policy, the Secretary PSO may approve the Salary Level and Step for an employee on Promotion to a new position.
- viii. In accordance with the provisions of this policy the Secretary PSO may approve recognition of prior service following the successful completion of a period of probation.

E 1.4 Policy

E1.4 (a) Work value and position classification

- i. The rate of pay for a position is determined by its classification. Employees occupy positions and are paid for the position so occupied. The full policy and procedure for Job Evaluation (determining the level of a position) is detailed in the Job Evaluation Policy and Procedure.
- ii. The rate of pay and incremental range that is attached to a position will be documented in Appendix E.1 Salary Scale for all Public Service Posts.

E1.4 (b) Salary schedules and rates of pay

- i. Rates of pay and conditions of employment to compensate for wage rises may be varied by the Cabinet at any time on advice from the PSO.
- ii. Employees will be paid fortnightly, in arrears, for time worked. Full time employees will be paid the fortnightly equivalent of the yearly rate for the position they occupy (the yearly rate divided by 26)
- iii. Full time employees are those who work 72.5 hours per fortnight (72 hours and 30 minutes a fortnight or 36 hours15 minuets per week).
- iv. Part time employees are those who are authorised to work less than 72.5 hours per fortnight. They will be paid pro rata for the number of hours they are authorised to work.
- v. Casual employees will be paid the hourly rate for the position they are engaged against. The hourly rate will be calculated by dividing the fortnightly rate by 72.5.
- vi. Contract employees will be paid at the rate specified in their contract.

E1.4 (c) Payment of salary

- i. Employees will have their salary paid fortnightly in cash or into their nominated bank account, unless they have approval for other payment arrangements.
- ii. Approval for alternative payment arrangements will be made by the SRO in circumstances where the employee can demonstrate that there are no other available ways to have their salary paid to them.

- iii. Employees on South Tarawa and Kiritimati Island who request alternative arrangements may be required to meet any additional costs incurred by the Government of Kiribati through such arrangements.

E1.4 (d) Salary on initial appointment

- i. Initial appointment to the Public Service is the appointment of a person who is not currently employed in a position in a Public Service Ministry or Agency. Persons who are reengaged are considered to be on initial appointments for each new engagement.
- ii. On initial appointment to the public service payment of salary will be effective from the date on which the employee assumes duty.
- iii. All employees must commence at the bottom step of the incremental range for their salary level. Where applicable, recognition of prior service and approved qualifications may be considered once the probationary period has been completed.

E1.4 (e) Increment date of appointment

- i. On appointment, an employee's incremental date will be as follows:
 - a. if he assumes duty before the 16th of a month, the 1st of that month;
 - b. if he if he assumes duty on or after the 16th of a month, the 1st of the following month

E1.4 (f) Recognition of prior service and approved qualifications

- i. Upon the completion of the probationary period, the SRO may consider and recommend the award of increment (s) to an employee on initial appointment, in recognition of previous relevant experience and for approved qualifications, up to the maximum of the scale.

E1.4 (g) Salary on transfer to any new position

- i. A transfer is the movement of an employee from one position within the public service to another position where substantially the same skills and qualifications are required. A transfer is effected through the procedures for transfer outlined in Section B.34 and B.35
- ii. If an employee is transferred to another position under NCS B.34 or B.35 their rate of pay and increment date will not change. All prior service is automatically recognised and their increment date remains their original increment date.

E1.4 (h) Salary on promotion

- i. A promotion is the appointment of an existing employee to a position that carries a higher salary scale than their current position or the merit based appointment of an existing public servant to another position within the public service that was not through a transfer process.

E1.4 (i) Progression through the salary scale (increments)

- i. Where an employee is appointed to a position carrying an incremental scale, their increment due date will be the anniversary of the date they commence duty in the position
- ii. Progression through the incremental range (the steps for each salary level of a position) will occur annually on confirmation that the requirements of the performance management framework have been met.

The requirements for progression are to be submitted in Appendix L.2 Annual Performance Appraisal Report to PSO.

- iii. An employee who successfully completes an HRD activity of greater than three months which includes assessment, may be eligible for a one-off award of a single increment in recognition of their achievement. Application and approval of increment under HRD activity will follow Section A and Section B of the NCS K Policy and Procedures Manual.
- iv. Progression under HRD activities may not take the employee across the “efficiency bar”.
- v. In accordance with Section K of the NCS, employees on long term study will not be eligible for increment progression for the duration of their study. On successful completion of a long term program of study, the employee will progress to the increment point they would have been on had they progressed on an annual basis. If the program is not successfully completed, the employee will resume duty on their previous increment level. In both cases, the increment due date will become the date the employee resumes duty. Employees may not cross from one Level to another Level (“crossing the bar”) under this provision.
- vi. Except under the policy below for broad banded positions, employees may only progress to a new position level through promotion, no increment entitlement enables an employee to be paid above the increment scale for the position they occupy.

E1.4 (j) Progression within a broad banded position (one level to another)

- i. A broad banded position is one where the position level covers more than one level on the salary scale. For example, positions that are classified as 12-11 are broad banded, as are positions that are 12-11/10-9.
- ii. An employee who occupies a position that is “broad-banded” may cross from one level to another level and or “cross the bar”, once they have served one year at the maximum salary point for their current level.

E1.4 (k) Adjustment of increment for leave without pay periods

- i. An employee who takes any period of leave without pay in excess of 1 month or 20 consecutive working days will have their increment date adjusted by the full period of the absence. Adjustments will be based on calendar days.

E1.4 (l) Entitlement calculations

- i. No allowance will be taken into account as part of an employee's salary for the purpose of calculating an entitlement to any condition of service that is related to the level of an employee's salary.

E1.4 (m) Salary deductions

- i. All permanent, contract and temporary employees are required to be members of the Kiribati Provident Fund. 7.5% of salary will be automatically deducted each fortnight as KPF contribution.
- ii. In accordance with NCS A.6 a) deductions from an employee's salary can be made to recover any overpayments resulting from errors in the administration of the NCS.
- iii. An employee may also request for deductions to be made from his salary to cover loan and other repayments. Any costs associated with the deduction will be borne by the employee.

E1.4 (n) Salary advance

- i. An employee may apply to their SRO for an advance of salary in the following circumstances only;
 - a) on first appointment
 - b) when proceeding on paid leave
 - c) for the purchase of essential tools (bicycle, deep freezer, refrigerator)
 - d) to pay for an approved correspondence course
 - e) on compassionate grounds where an employee faces an unavoidable and unforeseen expense
- ii. Other circumstances including the purchase of motor vehicles, boats, outboard motors and canoe do not qualify for a salary advance

E1.4 (o) Charge allowance

- i. Where an employee undertakes additional duties substantially more onerous than the duties of his substantive office, either because of the absence of another employee or because of a temporary change in his Organisation, Ministry or Division, he may be paid a charge allowance, but only if the period is not less than 10 consecutive days.

E1.4 (p) Acting allowance

- i. An employee appointed to act with a view to establishing his suitability for promotion under B.28 may be paid an acting allowance from the date of that appointment as determined by the Public Service Commission.
- ii. An employee in receipt of an acting allowance under B.28 will continue to draw acting allowance during any periods of authorised absence while he holds the acting appointment concerned

- iii. An employee appointed to act according to Condition B.31 or B.32, who acts for a period no less than 30 consecutive days, will be paid an acting allowance.
- iv. An employee in receipt of an acting allowance under B.31 or B.32 who is absent for short periods while acting in a post may continue to draw acting allowance provided that:-
 - a) *the periods of absence are authorised and do not exceed 15 consecutive days*
 - b) *he performs the duties of the post in which he is appointed to act for a period of at least 30 consecutive days exclusive of the period of absence, and that;*
 - c) *no other employee is appointed to act in the post.*
- v. An employee in receipt of an acting allowance under B.28. but not under B.31 or B.32, will be entitled to leave and other allowances as if he were already confirmed in the post occupied.

E 1.5 Procedure

E1.5 (a) Payment of Salary

- i. Employees will be paid their salary fortnightly in arrears. Except where otherwise advised by the employee and approved by the SRO, the default method of payment will be by cash.
- ii. An employee may apply to his SRO and MFED for the payment of his salary to a nominated bank account. .
- iii. An employee who wishes another form of payment other than those mentioned above will apply to his SRO, stating reasons for not wanting the arrangement to apply to him.
- iv. Where the SRO has approved alternative arrangements, the SRO will advise MFED.. MFED will advise the employee of any costs associated with the alternative arrangements and deduct these costs from the employee's salary.
- v. Where an employee is posted in the outer islands, the SRO will approve the method of payment and ensure that the employee receives his fortnightly salary at his station or in his nominated bank account.

E1.5 (b) Salary on initial appointment

- i. The appointment letter will include the relevant starting salary rate for the employee. . Recognition of prior service and approved qualifications achieved maybe processed once the period of probation is successfully completed.
- ii. The SRO may recommend the award of increment(s) up to the maximum level of the scale, in recognition of prior service and qualifications approved, for the approval of SPSO.

E1.5 (c) Recognition of Prior Service and/or Approved Qualifications

- i. Where an employee on initial appointment to the Public Service and has successfully completed his probationary period believes that he has relevant experience and/or qualification that warrant recognition, he may apply to his SRO for recognition of prior service and/or approved qualification achieved for increment purposes.
- ii. Recognition of prior service will be considered where all of the following have been satisfied
 - a. The employee has successfully carried out equivalent duties to the position in an equivalent organisation, immediately prior to his initial appointment
 - b. The period of time for which the duties were performed is specified
 - c. The level of salary that was paid for those duties is equivalent to the current position
- iii. Recognition of qualifications will be considered upon the production of documents that certify the achievement of the qualification to be recognised.
- iv. The SRO will consider the relevance of prior service and/or qualification to the current post and recommend increment(s) up to the maximum of the scale. Recognition of prior service will be limited to an equivalent period of time in the equivalent position before initial appointment. The SRO will submit the recommendation to PSO.
- v. SPSO may approve recognition to the maximum step of the scale. Where the request is approved, PSO will forward the confirmation to MFED for increment of salary. The new increment date will take effect from the working day following the completion of the probationary period. No recognition is applicable where there are no increment steps in the salary level.
- vi. An employee who is aggrieved at the decision of SPSO in relation to recognition of prior service may appeal to the Secretary to Cabinet, within one month of notification of the outcome of their application. Appeals will be limited to process only, the employee may not introduce new information in support of their request. There is no appeal on the date of effect for any new increment step.

E1.5 (d) Salary on Transfer

- i. The transfer letter will include the relevant salary rate (Level and Step) for the employee and will reconfirm the ongoing increment due date for the employee.

E1.5 (e) Salary on Promotion

- i. The promotion letter will include the relevant salary level for the employee (Level and Step) and the new increment due date that will apply for the employee.
- ii. The Level and Step are determined by the previous salary rate for the employee in the following manner,

- a) If immediately prior to promotion, the salary of the employee was less than the fixed salary of the new post, he shall receive the fixed salary.
 - b) If immediately prior to promotion, the salary of the employee was less than the minimum salary of his new post in an incremental scale, he will be paid the minimum salary and his date of promotion will become his future incremental date, subject to adjustment in accordance with E1.4 (e)
 - c) Subject to (iv) below, if immediately prior to promotion the salary of the employee was above the minimum salary of his new post, he will enter the new scale at the point immediately above his old salary and his incremental date will remain unchanged.
 - d) If immediately prior to promotion, the maximum salary of the employee was above the minimum salary of his new post and he had served on that maximum for a period in excess of twelve months, he will enter the scale at the point immediately above his former salary. Half the period in excess of twelve months will then be permitted to count towards his next increment except that no more than two increments will be granted in all. The date of the first increment on the new scale so calculated will become the employee's new incremental date subject to adjustment in accordance with E1.4 (e).
- iii. Secretary, PSO will advise the MFED through copy of the promotion letter of the Level and Step that has been approved for the employee on promotion.
 - iv. Salary at the new rate will commence when the employee takes up duty in the new position.

E1.5 (f) Progression through the salary scale (increments)

- i. Upon the completion of Appendix L.2 form for an employee, the SRO will confirm that the employee is performing at the required level for their position, and if so, will authorise the payment of an increment, allowing the employee to move from one step within their level to the next step within their level.
- ii. The SRO will advise MFED with a copy to Secretary PSO that the employee's performance is satisfactory and that they may progress to the next increment step. The PSO copy will include a copy of Appendix L.2 form for the employee which is to be placed in the employee's PF.
- iii. Payment of the increment will be made from the increment due date for the employee.
- iv. Where the employee's performance has not been to the required level, the increment will not be paid and the employee will be advised by the SRO which areas of performance require improvement for any increment to then be paid.
- v. The employee may request a further performance appraisal be conducted, not less than three months after the previous appraisal was completed, in order to be reconsidered for their increment. If in this case the employee then receives a satisfactory performance appraisal, the

employee will be paid their increment from the date of the completed satisfactory performance appraisal.

- vi. The SRO will notify PSO of the outcome of any subsequent Performance Appraisal (Appendix L.2 form) which is to be placed on the employee's PF. The SRO will notify MFED of the approval to pay an increment following a subsequent satisfactory performance appraisal.
- vii. Application and approval of increment for HRD activities will follow Section A (in-country HRD activity) and Section B (overseas HRD activity) of the NCS K HRD Policy and Procedures Manual.
- viii. Progression in this case is limited to one step within the salary scale for each HRD activity completed and recognised by the SRO but may not result in the movement to a new salary level.
- ix. Where approval is given, the SRO will notify MFED in writing of the approval, with a copy to PSO accompanied by the documentation for the approval.
- x. Where an employee is undertaking long term study, SPSO will notify MFED that the increment payments for the employee are to cease until they resume duty. When the employee resumes duty, PSO will calculate the Step and Level for the employee to resume duty on in accordance with the provisions of Section K and advise the employee with a copy to MFED.
- xi. An employee cannot move beyond the maximum step for their Level under this provision.

E1.5 (g) Progression within a broad banded position (one level to another)

- i. An employee who occupies a position that is “broad “banded may apply to their SRO for progression from one level to the next level, once they have served one year at the maximum salary point for their current level. Eg. an employee who occupies a broad banded position such as 12-11/10-9 may progress through incremental progress through the steps of Level 12, but to move to Level 11 must follow the policy outlined in E1.4(i). Similarly, to move from Level 11 to Level 10, the same policy is to be applied as well.
- ii. Where an employee qualifies for progression from one level to another (within a broad banded position) the SRO will approve the progression and notify MFED with a copy to PSO of the decision

E1.5 (h) Adjustment of increment for leave without pay periods

- i. The SRO will ensure that all periods of leave without pay are recorded in the Employee’s PF. Where an employee takes any period of leave without pay in excess of 1 month or 20 consecutive working days, , the SRO will immediately adjust the increment due date for that employee by the full calendar days of the leave without pay period.
- ii. Where the increment date has been amended under the above condition, PSO is to be copied in the process.

- iii. Leave without pay of one month or more will not qualify for increment except with the permission of the Secretary PSO. The incremental date of an employee granted leave without pay of one month or more will be deferred by a period equivalent to the number of complete months of such level and that date will become his future incremental date.

E1.5 (i) Salary Deductions

- i. Where an overpayment has been made to an employee, the SRO may authorise that the overpayment be recouped through regular deductions from the employee's salary. The SRO must consult the employee prior to determining the level of deductions, to agree on a reasonable repayment period and rate for deductions for the debt to the state.
- ii. The employee may elect to repay any debt through lump sum rather than ongoing deduction to pay.
- iii. Where the employee and the SRO cannot agree on a reasonable rate for repayment, the matter will be mediated by the Secretary PSO. The SRO will notify the employee in writing of the amount that will be deducted from their salary for repayment of the debt.
- iv. An employee may request that deductions be made from their pay to cover loan and other repayments. Such requests must be made to the SRO at least one month prior to the anticipated start of any such deductions. The employee is responsible for supplying the SRO with all official correspondence from the body to whom the deduction is to be made, and for confirming when any deduction will cease.
- v. Once authorised, deductions will continue until the employee advises in writing that they wish the deductions to cease. The employee should provide such advice at least one month prior to the anticipated date for the cessation of the deductions.
- vi. Any costs associated with the deductions will also be deducted from the employee's pay.

E1.5 (j) Salary Advance

- i. The SRO will consider and approve an application for salary advance in accordance with the criteria set out in E1.4(m) and forward to SFED.

E1.5 (k) Charge allowance

- i. The SRO is required to submit letter of approval on the Charge Allowance Approval Form to MFED. Approval of allowance has to be processed within one month after the work has been undertaken.
- ii. The rate of charge allowance shall be either no more than 75% of the difference between the employee's actual salary and the bottom point in the salary scale of the post cover per fortnight; or a fixed rate of \$40.00 per fortnight.

- iii. An employee who is deprived of his allowance is required to make a representation to the Secretary PSO within the financial year. The Secretary PSO is required to consult with the SRO of the complainant in order to make an informed decision
- iv. The Secretary PSO is required to process the case to MFED if in order for payment. If the complainant is not satisfied, the Secretary PSO is required to explain the case to the complainant within two weeks after receiving the complaint, and copied to the SRO of the complainant for information

E1.5 (I) Acting allowance

- i. Acting allowance under B.28 will follow PSC procedures for promotion and will be approved by PSC.
- ii. An application for Acting Allowance appointed under B.31 or B.32 is to be submitted in accordance with Condition B.31 or B.32 before the employee commences his acting appointment.
- iii. The rate of acting allowance payable will normally be the difference between the employee's substantive salary and the minimum salary of the post in which he is appointed to act.
- iv. Where an employee is appointed to act in a higher post, the minimum salary of which is below his substantive salary, the rate of allowance will be one increment above his substantive salary.

SALARY SCALE FOR ALL PUBLIC SERVICE POSTS**EFFECTIVE FROM 1ST JANUARY 2010**

LEVEL	INCLUDING 7.5% CONTRIBUTION (AUD)	LEVEL	INCLUDING 7.5% CONTRIBUTIONS (AUD)
2	16,380	12	9,074
			8,892
3	15,678		8,710
			8,528
4	14,534		
	14,248	13	8,346
			8,164
5	13,962		7,982
	13,676		7,800
6	13,390	14	7,618
	13,104		7,436
			7,254
7	12,818		7,072
	12,584		
		15	6,890
8	12,350		6,708
	12,116		6,526
			6,344
9	11,882		
	11,648	16	6,162
	11,414		6,032
	11,180		5,902
10	10,946	17	5,772
	10,712		5,642
	10,478		5,512
	10,244		
		18	5,382
11	10,010		5,252
	9,776		5,122
	9,542		
	9,308	19	4,992
			4,862
			4,732

E2 Allowances to compensate for irregular hours or additional hours worked.

E2.1 Authority:

- i. PSC (Functions) Act: Regulation 17. A delegate may approve the payment of an allowance to an employee.

E2.2 Delegate:

- i. SRO
- ii. Secretary, PSO

E2.3 Limitations:

- i. In accordance with the provisions of this policy an SRO may approve compensation for additional hours worked (time off in lieu or overtime).
- ii. In accordance with the provisions of this policy an SRO may approve a shift allowance, additional shift payment, on-call and standby allowances.
- iii. In accordance with the provisions of this policy SRO may approve “irregular hours” allowances

E2.4 Policy:

- i. Definition of Allowance is “Compensation for duties or expenses incurred that are not part of the normal work for the occupation or class of employment”
- ii. All allowances in this part require approval in advance. Allowances will not be paid where approval in advance was not given.
- iii. Employees who are rostered to work shifts may not be authorized to work overtime or time off in lieu.
- iv. Allowances in this section are not payable whilst travelling on duty.
- v. Claims for payment of allowances must be made within one month of completion of the work.

E2.4 (a) Overtime and Time off in Lieu

- i. Normal working hours are determined by the SRO to meet the operational needs of the organisation. They will not exceed 72.5 hours (72 hours and 30 minutes) per fortnight.
- ii. Employees who are required to work additional time to meet an emergent need of an agency may be compensated through overtime or time off in lieu. Additional hours are not to be authorised

or worked on an ongoing basis but on a one-off basis as when required. Employees who are paid at L11 or above on the salary scale may not be compensated through the payment of overtime, they may only be compensated through time off in lieu. Approval to work the time and of the method of compensation will be made in advance of the time to be worked. Retrospective approvals are not permitted.

- iii. The SRO is responsible for managing the overtime budget for their Agency.
- iv. Employees who are required to work additional hours will be compensated at the rate of 1.5 times the hours worked on weekdays and Saturdays and at 2 times the hours worked on Sundays and public holidays. Rates for shift workers and abnormal are explained in E.2.4 (b) and E.2.4 (d) respectively.
- v. Where Time off in Lieu is approved, the time off must be taken within six months of working the additional hours.

E2.4 (b) Shift Allowance

- i. An employee who because of the nature of their duties works the number of hours prescribed by Government plus additional hours outside normal hours and on Saturdays, Sundays and Public holidays on an organised shift basis will be paid an allowance at the rate of 15% of salary in respect of any full week worked on shift.
- ii. To be eligible for shift allowance, employees must work on a rotation basis, according to the approved roster over a monthly period, required to be worked outside the normal office hours for the Agency.
- iii. Overtime is payable at the rate of time and a half for hours worked in excess of 36.25 hours and on public holidays provided that no time off is taken to compensate for the hours worked on holidays. 15% shift allowance is applicable to overtime.
- iv. Employees who are authorised for shift allowance may work overtime or given time off in lieu for hours in excess of the normal working hours (with the exception detailed below where an employee works an unapproved extra shift). Compensation for additional shifts is covered through the “Extra Shift Allowance”.

E2.4 (c) Extra Shift Allowance

- i. A nursing officer with a salary level above L12 who is required to supervise work on a shift basis over and above the normal fortnightly shift time load, due to an unforeseen shortage of staff may on the approval of the SRO be paid an extra shift allowance at the rate of 15 % of the gross salary for the fortnight which the officer takes the extra shift or shift.
- ii. For operational reasons, the Supervisor will organise staff to work additional shifts, which must then be approved by the SRO in arrears. Where a supervisor authorises an additional shift, but

the SRO subsequently does not approve the additional shift, the employee will be compensated through time off in lieu for time worked.

E2.4 (d) Abnormal Working Hours

- i. Where the SRO requires an employee to work the normal number of hours, but in an irregular pattern or across a spread of hours greater than that required of the majority of employees in the Agency, the SRO may approve payment of an abnormal hours allowance at the rate of 10% of salary in respect of any week during which they are employed on this basis.
- ii. Abnormal hours are defined as hours that are substantially different, on an ongoing basis, to those worked by the majority of staff in the Agency.
- iii. Overtime or time off in lieu is payable for hours worked in addition to the 72.5 hours required for the fortnight, in accordance with the Overtime provisions of this Section.

E2.4 (e) On-Call and Standby Allowances

- i. Where the SRO requires that a general practitioner or a specialist be rostered on call or an officer be rostered on standby, they may be paid the on call and standby allowances. Rosters must be approved at least monthly in advance, and may only be approved to meet the operational requirements of the Agency.
- ii. An on-call allowance is payable where the medical practitioner is rostered to work hours in addition to the standard 72.5 hours in a fortnight, where they must sleep at the hospital and be available for work as required by the hospital. The on-call allowance will be paid at the rate of \$7.50 per hour for the hours required. Where a specialist is rostered to be on call, he/she will be paid an allowance of \$10 per hour for the hours so rostered.
- iii. A standby allowance is payable where the officer is rostered to be available on standby to work hours in addition to the standard 72.5 hours in a fortnight. The standby allowance will be paid at the rate of 15% of basic salary for each week the officer is rostered to be available on standby. Rosters must be approved by the SRO in advance, to meet the operational requirements of the agency and cannot be approved in arrears.
- iv. Where an officer who is rostered to be on standby is called to attend a medical emergency, he/she will be paid for the additional hours worked at the rate of 1.5 times his/her normal hourly rate.
- v. On call allowances payable to general or specialist doctors should also apply to doctors manning Kiritimati hospital provided the conditions applicable to TCH Nawerewere, in particular, the need for the on call doctor to stay in the hospital premise for 15.45 hours is fulfilled at the rate of 50% of the rate payable to doctors manning Nawerewere and Betio.

- vi. Where a police officer (fireman in particular) is required under the instruction of the Commissioner of Police to be on standby duties for the purpose of security during public unrest or crisis, a standby allowance of \$6.00 per day will be made payable to that officer.

E2.4 (f) Working Conditions for Security Guards (PSO Memo dated 28th, April 2009)

- i. The new rate of Security guards was created in 2002 to replace the post of watchman in government Ministries.
- ii. The Security Guards is paid on L19-18, and required to work normal working hours of 7 and a quarter (7 ¼) hours per day.
- iii. Overtime is payable for extra hours above the normal working hours. Shift allowance is payable if work is organized on a shift basis only.
- iv. If work is not arranged on a shift basis, abnormal hours allowance is then payable to compensate for hours of work that are not normal such as midnight and weekends and Public holidays.
- v. Either shift or abnormal hours may be given depending on how the duty is arranged, therefore both cannot go together. In this manner, overtime may also be payable at time and a half for extra hours above the normal working hours performed for shift or abnormal basis.

E2.5 Procedure

E2.5 (a) Overtime and time off in lieu

- i. The need for additional hours to be worked will be identified by the supervisor of the work unit needing the work. The supervisor will submit the request for additional hours to the SRO, at least 2 days prior to the planned work. The request will detail the work needed, an indicator to measure that the work was completed and the whether the additional hours are to be compensated through time off in lieu or overtime. If overtime is to be paid, a budget source will be identified.
- ii. The SRO will approve the request if it is in line with operational requirements, and there is budget available for any applicable payment.
- iii. The supervisor will advise the employees whether the request has been approved or not. The employee will decide whether to work the overtime. Overtime is a request and employees cannot be compelled to work additional hours.
- iv. The supervisor will confirm that the work is completed.
- v. On completion of the work, if the additional hours are to be compensated through overtime the employee will submit a claim for payment of the additional hours. The claim will be submitted within one month of completion of the work. The supervisor will certify that the work was performed and forward the claim through to the SRO for approval.

- vi. Payment will be made through the normal salary cycle.
- vii. If the additional hours are to be compensated through time off in lieu, the supervisor will certify that the hours have been worked and the employee's leave record will be noted with the additional time credited to them. The employee will be required to avail themselves of the time off in lieu within six months of completing the additional hours. To take the time, the employee will submit an application for leave through their supervisor to the SRO, stipulating time off in lieu as the leave type.

E2.5 (b) Abnormal Working Hours

- i. The SRO will determine which positions require substantially different working hours those worked by the majority of staff in the Agency. The SRO will confirm with the affected employees, their regular hours of duty on an ongoing, daily basis.
- ii. For example, cleaners may be required to work 6 a.m. to 9 a.m. and 2 p.m. to 6.15 p.m. (a total of 7 hours 15 minutes in a day). They would be entitled to Abnormal Working Hours allowance, but no overtime, time off in lieu or shift allowances.
- iii. The SRO will advise the MFED (Payroll) of which employees have been authorised to work Abnormal Hours on an ongoing basis. MFED (Payroll) will pay the allowance as part of the normal salary; no claims are required from the employee.

E2.5 (c) Shift, on call and stand by allowances

- i. Shift rosters must be approved at least a week in advance.
- ii. The SRO will determine the need for shift, overtime, on call and stand by allowances, to meet operational requirements and budget availability. The SRO will approve shift, on call and stand by rosters at least monthly, in advance.
- iii. The supervisor will certify the roster that was worked fortnightly, in arrears, as soon as the period of shift, on call or standby has been completed. Payment of the allowance will be made through submission of the confirmed roster and time worked, through the normal salary cycle. Individual claims from staff are not required.
- iv. Where additional hours were worked by staff "on standby", they will submit a claim for the hours worked to the supervisor, who will certify that the work was completed and submit the claim to the SRO for approval. Claims will be forwarded to MFED (Payroll) within two weeks of the end of the month, and will be paid in the fortnightly salary following submission of the claim.

E2.5 (d) Extra Shift Allowance

- i. The supervisor will identify the need for additional shifts, where the absence of an employee creates a duty of care situation or where a project requires additional staff be rostered to work. The supervisor will forward the recommended additional shifts to the SRO weekly in arrears. The SRO will approve a request for an employee to work an additional shift, where the request meets operational requirements.
- ii. Where an employee has worked an additional shift, but the SRO does not believe it was in accordance with operational requirements, the SRO may approve time off in lieu for the employee, rather than the additional shift payment. In such cases, time off in lieu will be compensated at the rate of time worked only.
- iii. The supervisor will certify what additional shifts were worked each fortnight, in arrears, as soon as the fortnightly period is ended. The SRO will approve the additional shifts as authorised and certified. Certification will be forwarded to MFED (Payroll), who will make payment of the additional shift allowance through the normal salary cycle.
- iv. Where the additional shift was not approved, the SRO will advise the employee accordingly, and will authorise time off in lieu to compensate for the time worked.

E2.5 (e) Working Conditions for Security Guards

- i. The SRO will determine the hours to be given, and to authorise arrangement of duties to be performed and/or additional hours if required.
- ii. Overtime for Security Guards will be treated under the requirements under shift and abnormal allowances.

E3 Special duties allowances

E3.1 Authority

- i. PSC (Functions) Act: Regulation 17. A delegate may approve the payment of an allowance to an employee.

E3.2 Delegate

- i. SRO

E3.3 Limitations

- i. In accordance with the provisions of this policy an SRO may approve payment of any of the special duties allowances.

E3.4 Policy

- i. Special duties allowances are defined as those allowances that are payable to employees to compensate for the duties performed that are more hazardous or are substantially more onerous than duties performed by other employees at the same pay level.
- ii. Wherever possible, the SRO will strive to provide a safe and healthy work environment. Payment of an allowance to compensate for hazardous duties does not mitigate the responsibility to provide a safe working environment. As a principle, the SRO will attempt to remove the hazard from the work place rather than pay an allowance to an employee for taking a risk. When the hazard is removed, the allowance will cease.
- iii. At least on an annual basis, the SRO will review the need for special duties allowances and which positions they are attached to.
- iv. Special duties allowances are attached to a position, and may be paid either through the normal fortnightly salary for employees who occupy positions approved for the specific allowances or on submission of a claim where the allowance is not payable on an ongoing basis.
- v. The SRO will confirm which positions within their establishment are required to perform the duties that would entitle the incumbent to any of the special duties allowances. The SRO will budget for special duties allowances and will ensure that the budget is adhered to.

E3.4 (a) Manual Duties Allowances

- i. Where employees in the course of their duties are expected to work in a difficult environment or whose nature of work involve working with materials that require special handling (refer to table below), they will be paid an allowance at the rates corresponding to the duties as specified in the table below. Such allowance will be paid as part of the normal fortnightly salary for positions approved for the allowance, no claims are necessary for this allowance.

- ii. Entitlement to this allowance will be reviewed at least annually, as part of the budget cycle.
- iii. Duties and positions in this category will be determined by the SRO of the concerned ministries:

DUTIES	POSITION	RATES
Painting in an Open and Confined space.	As approved by SRO	\$0.05 and \$0.63 per hour respectively
Garbage collection	As approved by SRO	\$0.25 per hour
Cleaning of waste and waste apparatus & sewerage	As approved by SRO	\$0.63 per hour
Working with Hazardous chemicals.	As approved by SRO	\$0.25 per hour
Shifting sacks of cement by hand: in an Open OR Confined Space	As approved by SRO	\$0.31 and \$0.63 per hour respectively
Sanding of fibre glass.	As approved by SRO	\$0.25 per hour
Under water slipping of vessels.	As approved by SRO	\$0.25 per hour
Cleaning of manholes	As approved by SRO	\$2.50 per hour
Welding in an Open OR Confined space	As approved by SRO	\$1.25 and \$1.50 per hour respectively
Plain clothes allowance	KPS non-uniform officers	\$7.80 a month
Band allowance for Band Master AND Ordinary member	KPS Band Master and Band members	\$7.50 and \$6.00 a month respectively
Police Investigating	KPS, officers of Criminal Investigation Division	\$7.80 a month
Fire brigade allowance	Constables and non-commissioned officers	\$6.25 and \$9.40 per month respectively

E3.4 (b) Tool Allowance

- i. The tool allowance is payable only where the SRO directs in writing that the tradesman must supply their own tools, at the rate of \$5.00 per month. The allowance will be paid fortnightly as part of the normal salary for incumbents of positions approved for the allowance. No claims are necessary for this allowance.
- ii. The SRO will review the positions where the allowance is required at least on an annual basis. The SRO will budget for the allowance as part of the annual budget cycle.

E3.4 (c) Sea Going Allowance

- i. Employees directed to work on maritime duties on a vessel at sea will be paid a sea-going allowance of 30% of basic salary. This allowance is payable for the actual time spent, as crew of a vessel, at sea.
- ii. Employees, who are required to work on shifts during a period of maritime service, will be eligible for shift allowance for the periods scheduled on shift roster.

- iii. No overtime are payable to employees who are in receipt of the Sea Going Allowance but will be paid an abnormal allowance in accordance to E2.4 (d).

E3.4 (d) Weekend at sea

- i. Weekend at sea allowance of \$10/day will be paid to those land-based civil servants who are tasked to carry out some official duty during sea travel.

E3.4 (e) Diving Allowance

- i. Where an employee is directed to undertake underwater diving duties that are in excess of 2 hours per day, they will be paid an allowance at the rate of \$11.00 per day for any such day.

E3.4 (f) Uniforms

- i. Uniforms will be compulsory where the public interest requires that employees of an agency can be readily identified through their uniform (e.g. Police, Nurses, Prisons Officers).
- ii. An employee whose duties require that they must wear a uniform will have the uniform provided by the employing agency in accordance with the schedule of issues (replacement schedule) for the uniform being used by the concerned ministry.

E3.4 (g) Head of Department Allowance (Education)

- i. Payable to the following employees at the rate of \$25.00 per monthly
 - Senior Master and Senior Mistress at Government senior secondary schools
 - HODs at Government senior secondary schools
 - Senior Lecturers at KTC

E3.4 (h) Casual Tutoring or Teaching

- i. Employees may undertake casual tutoring or teaching at KIT, provided that the work will be undertaken outside the normal operating hours of their Ministry or Agency and will not interfere with their normal allocated duties.
- ii. The rate for tutoring is double the gross hourly rate of the employee's basic salary.
- iii. Such engagements will be considered as “second jobs” and will not be paid as part of the employee’s permanent salary.

E3.4 (i) Sitting allowance

- i. Where an employee is directed as part of his duties to serve on a Committee, board or other body that meets outside normal working hours, he will be paid by that Committee, board or body at the rate specified for that particular body.

- ii. An employee cannot be compelled to service on a Committee, Board or other body that meets outside working hours
- iii. Where an employee, as part of his duties is required to serve on a Committee, board or other body that meets within normal working hours, sitting fees are not payable and the time is considered as work.
- iv. Employees of Government Ministries or Agencies who serve on Committees, boards or other bodies during normal working hours as designated by the SRO for the Agency, may not draw sitting allowances.

E3.4 (j) Kilometric Allowance

- i. An employee who is required to use their personal vehicle for official purposes will be paid kilometric allowance at the following rates:
 - a) Motorcycles 9 cents per kilometre OR 15 cents per mile
 - b) Cars 19 cents per kilometre OR 31 cents per mile
- ii. No provision is allowed under this clause for travel to and from work, official purposes is defined as use of the vehicle in providing the normal work of the Ministry or agency (such as attending meetings, or transport between official sites of the Ministry).

E3.4 (k) House to Office

- i. An employee being allocated a government house other than at his own request and living more than three (3) miles from his/her place of work or an employee who is not allocated a government house and is living more than three (3) miles from his place of work and uses his own motor vehicle for house to office journeys may be paid an allowance of \$25.00 a month.
- ii. Payment of the allowance will be made on a calendar month basis and payment for part months should be calculated as follows: -

a) Less than 1 week	-	no allowance
b) 1 to 2 weeks	-	\$ 6.25
c) 2 to 3 weeks	-	\$12.50
d) 3 to 4 weeks	-	\$18.75
e) 4 weeks and beyond	-	\$25.00
- iii. No allowance may be paid to an employee who has had the use of official transport or has been provided with tickets for public transport.

E3.4 (l) Rural Area Incentive

- i. Employees who are posted to an area outside South Tarawa (or on the outer island) will be entitled to Rural Area Incentive allowance, at the rate of \$20.00 per fortnight effective from 1st

January 2011. The allowance will cease immediately where the employee is no longer resident in the location and no longer undertaking the duties of the eligible post.

- ii. The allowance is also applicable to Kiritimati and the rest of the Line Groups
- iii. Employees who are recruited on the island are not entitled to the allowance.
- iv. The allowance will be paid fortnightly, in arrears, for the duration of the posting. Claims are not required for the allowance, it will commence on confirmation that the employee has commenced in the designated location.

E3.5 Procedure

E3.5 (a) Manual Duties Allowances

- i. Where an employee is occupying an eligible position for a manual duties allowance, the SRO will annually confirm that the employee is required to undertake the designated duties in a difficult environment. The average will be calculated based on the known duties of the position, and the anticipated work for the coming year.
- ii. The SRO will budget for the allocated allowances as part of the annual budget cycle. Allocation of the allowance will be based on the need for the allocated duties.
- iii. The SRO will approve the allowance on an annual basis, and notify Payroll that the employee is required to undertake the duties and therefore eligible for the allowance. A copy of the approval will be forwarded to PSO to be placed on the employee's PF. PSO will update the HRIS accordingly.
- iv. Payroll will pay the allowance as part of the normal salary for the employee. Annually, all allowances in this category will cease until a new approval is received from the SRO.
- v. Where the employee moves to another position, the allowance will be ceased, as the allowance is attached to a position. The SRO will confirm with MFED (Payroll) that the allowance has ceased, as part of the notification of change of position for the employee.

E3.5 (b) Tool Allowance

- i. The SRO will determine on an annual basis which tools are required to be supplied by employees, and will determine the positions and incumbents that will be eligible for the allowance and include this in the annual budget.
- ii. The allowance is not payable where the Ministry can supply tools and the employee elects to supply their own tools. Over time, the Ministry will strive to supply the required tools, and this allowance will be phased out.

- iii. Where it is identified by the SRO that an employee must supply their own tools, they will be advised of this requirement in writing by the SRO, the advice will include the requirement for the tools to be kept in safe working order, and that the tool allowance will be paid.
- iv. The SRO will forward a copy of the advice to the MFED (Payroll), who will pay the allowance as part of the employee's normal fortnightly salary. A copy of the advice will be forwarded to PSO, who will update the HRIS and place the advice on the employee's PF.
- v. All approvals for this allowance cease at the end of the calendar year. Reinstatement of the allowance will be based on a new approval from the SRO.

E3.5 (c) Sea Going Allowance

- i. The SRO will confirm on an annual basis those employees occupying positions that are entitled to the sea going allowance, and the budget available for payment of the sea going allowance.
- ii. When a vessel is required to go to sea, the SRO will confirm the names of the crew and the duration of the anticipated journey. The SRO will notify MFED (Payroll) of the approved crew and the period of the anticipated journey. A copy of the notification will be sent to PSO, who will note the HRIS and place the notification on the relevant employee PF's.
- iii. On return of the vessel, the SRO will verify the duration of the journey and make any required adjustments to the allowances paid to the crew. The SRO will then authorise payment of the applicable allowances for the crew. MFED will pay the approved allowances in the next available fortnightly pay.
- iv. Claims must be accompanied by the prior approval and direction to undertake the maritime duties.

E3.5 (d) Weekend at sea

- i. The SRO will confirm those land-based employees occupying positions and identify periods where the employees may engage in carrying out official duties during sea travel.
- ii. The SRO will also provide approval of such duties to employee a week in advance of the trip with a schedule, scope of work and a list of land –based employees who will join the trip.
- iii. Where the SRO sees necessary, employees travelling on leave/transfer may also be required to carry out official duties during sea travel.
- iv. Upon return from the trip, the concerned employees will submit a claim for the allowance along with proof that he actually carried out the duties at sea and the dates involved.

E3.5 (e) Diving Allowance

- i. The SRO will determine on an annual basis, those positions which are required to undertake diving duties, and an estimate of the number of hours that will be required for the diving duties. The estimate will be used to allocate the appropriate budget in the budget cycle.
- ii. The SRO will ensure that all employees directed to undertake diving hold a current diving certification.
- iii. Where an employee is required to undertake under water diving duties in accordance with this policy, the SRO will confirm that requirement in advance of the diving duties. The employee will notify the SRO of the need for the duties, and the SRO will approve that the duties be undertaken. A copy of the approval will be sent to MFED (Payroll) and PSO. PSO will note the HRIS and place the notification on the employee's PF.
- iv. On completion of the approved duties, the employee will submit a claim on a payment voucher, certified by the supervisor, to the SRO. The SRO will approve the claim in accordance with the prior approval of the duties. Claims must be submitted within one fortnight of the duties being undertaken. Payment will be made by MFED (payroll) will be included in the fortnightly salary.
- v. The SRO may not approve claims for payment without prior consent has not be sought before the diving was carried out.

E3.5 (f) Uniforms

- i. Only positions that require the wearing of a uniform in the Public Interest will be approved for provision of uniform under this policy.
- ii. The SRO will ensure that provision of uniform items is budgeted as part of the normal budget cycle.
- iii. Where the SRO has determined that the wearing of a uniform is in the Public Interest, they will define a schedule of uniform items and a replacement schedule for those items. The SRO will advise all employees of the uniform items on the list and the appropriate replacement schedule for those items.
- iv. This schedule will govern the issue, replacement and recovery of uniforms for employees in a particular organisation.

E3.5 (g) Head of Department Allowance (Education)

- i. The SRO may determine the number of heads of department required in any school or educational institution. The determination will be based on the criteria to be developed by the SRO, and will be budgeted for each year as part of the budget cycle.

- ii. Once the number of heads of department is confirmed, the SRO (through the Principal) will call for expressions of interest from qualified teachers at the applicable school. Following a merit based selection; the SRO will confirm who has been appointed to undertake the duties of Head of Department. The employee will be required to accept and undertake the duties associated with the Head of Department role.
- iii. Where the Principal determines that the employee is not undertaking the required duties of the Head of Department, they will counsel the employee who will be given a maximum of one month to improve their performance. This action will be notified to the SRO. Where no improvement is observed, the Principal will notify the SRO accordingly, who will cease the allowance and authorise another selection process for an employee to undertake the duties.
- iv. The SRO will notify MFED (Payroll) of those teachers who have been appointed to the Head of Department role. The SRO will determine the period of the appointment, which will be longer than one school year. A copy of the approval will be sent to PSO, who will note the HRIS and place the approval on the employee's PF.
- v. MFED will pay the allowance for the approved period. The allowance will cease at the end of the school year. The allowance is not payable over the Christmas vacation, but is payable during other vacation periods. A new approval must be given for each new school year.

E3.5 (h) Casual tutoring or teaching

- i. An employee who wishes to engage in casual tutoring or teaching must inform their SRO prior to taking up the role. These roles are to be considered in the same manner as any other alternative employment and as such must not constitute a conflict of interest and must not interfere with the employee's ability to perform the duties of their position with the government.
- ii. Claims for payment will be made to the institute concerned, and will be considered to be a separate employment engagement. Payment must not be made as part of the employee's salary. Where the institute is a government institution, payment may be authorised through a payment voucher, which will be processed and paid separately. The payment will be shown clearly as an additional engagement, with payment for hours worked at the casual rate determined by the institution.

E3.5 (i) Sitting allowance

- i. An employee who is designated to sit on a Committee, Board or other body must have that appointment approved by their SRO prior to taking up the role. These roles are to be considered in the same manner as any other alternative employment and as such must have prior approval. Approval will be given where the role is either part of the employee's legitimate role or where the appointment is not considered to be a conflict of interest.
- ii. The appointment is to be considered a private arrangement of the employee. Any payment of sitting fees will be made by the body that has contracted the employee to the committee or board. Payment will therefore be governed by the rules of the body on which the employee serves

E3.5 (j) Kilometric Allowance

- i. Where the SRO determines that use of a private vehicle is necessary for the operations of the Ministry, they will consult the concerned employee and secure their agreement to the use of the vehicle for official purposes.
- ii. Where an employee agrees to use their vehicle for official purposes, they must provide proof to the SRO that the vehicle is fully insured. Costs of insurance will be met by the employee, no contribution is payable from the Government of Kiribati.
- iii. The SRO will approve the use of the Private Vehicle, stating the official purpose for which it is required, the duration of the approval and the maximum number of kilometres that may be claimed. Approval may not be for duration of more than a calendar year.
- iv. The employee will keep a logbook of trips made under the approval, and will submit claims fortnightly, in arrears, for the distance approved. Each claim must have a copy of the approval and the logbook attached. Payment vouchers will be authorised by the SRO in accordance with the approval given, and forwarded to MFED (Payroll) for payment in the following fortnightly pay.
- v. The SRO will monitor the kilometres claimed and ensure that a running total is kept. When the employee has utilised 90% of the kilometres approved, the SRO will advise the employee accordingly and will review whether a further approval is required and possible within budget requirements.
- vi. Claims that exceed the kilometres approved will not be processed or paid.

E3.5 (k) House to Office

- i. The SRO will identify employees eligible for this allowance for inclusion in the annual budget.
- ii. An employee will make a claim to the SRO for this allowance for approval of payment.
- iii. The employee will submit claims on a fortnightly basis to his/her ministry and to be processed to MFED for payment.
- iv. The SRO will regularly update records of eligible employees under this allowance for any change in circumstances that may disqualify an employee for the allowance.

E3.5 (l) Rural Area Incentive

- i. The SRO will budget for the Rural Area Incentive allowance as part of the annual budget cycle.

- ii. When the SRO approves the transfer of an employee to a designated eligible location (outside South Tarawa), the SRO will include in the transfer notification the entitlement to the Rural Area Incentive allowance and the rate at which it will be paid.
- iii. A copy of the approval will be forwarded to MFED (Payroll) and PSO. PSO will note the HRIS and place the approval on the employee's PF. MFED will commence the allowance effective from the confirmation that the employee has taken up duty in the eligible location.
- iv. The allowance will cease as soon as the Employee is no longer employed in the eligible location. When an employee who was employed in an eligible location is transferred to South Tarawa, their transfer notification will include notification that the Rural Area Incentive will cease and the effective date. A copy of that notification will be sent to MFED (Payroll) and to PSO. PSO will note the HRIS and place the copy on the PF. MFED will take action to cease the allowance.

E4 Allowances when travelling on duty within Kiribati

E4.1 Authority

- i. PSC (Functions) Act: Regulation 17. The delegate may approve the payment of an allowance to an employee.
- ii. PSC (Functions) Act: Regulation: 18. The delegate may approve the mode of transport that an employee may use.
- iii. PSC (Functions) Act: Regulation: 19. The delegate may approve periods of temporary duty on another island for longer than 3 months.

E4.2 Delegate

- i. SRO
- ii. Secretary PSO

E4.3 Limitations

- i. In accordance with the provisions of this policy an SRO may approve the mode of transport to be used by an employee.
- ii. In accordance with the provisions of this policy an SRO may approve the payment of travel allowances when an employee is assigned to temporary duties on another island for periods of up to 3 months.
- iii. In accordance with the provisions of this policy the Secretary, PSO may approve periods of temporary duty for longer than 3 months.

E4.4 Policy

E4.4 (a) Approval of Travel

- i. All travel by employees must be approved by the SRO prior to the travel being undertaken. Travel will only be approved where a budget is available to cover the necessary expenses of the travel, including fares and allowances due to the employee.

E4.4 (b) Mode of Transport

- i. For all travel within Kiribati, unless provided for in a separate contract of employment, employees will be entitled to travel by sea or air.
- ii. The SRO will approve the mode of transport required, taking into account the most cost effective means considering both time and expense of passage.

- iii. All passages for employees travelling on official duty will be paid by the employing Ministry or Agency.

E4.4 (c) Dependants

- i. Unless provided for in a separate contract of employment, employees on duty travel may not be accompanied by dependants at the expense of the Government of Kiribati.

E4.4 (d) Payment in Advance

- i. Where an employee is required to travel on duty, they may apply for any allowances due in advance of the travel. Such allowances will be acquitted within two weeks of the employee's return to their normal duty station.

E4.4 (e) Travel on Duty for Official Purposes

- i. Where an employee is required to travel on duty, for official purposes, they will be entitled to subsistence allowances for the approved duration of the travel, at the rates specified below.
- ii. Travel for durations of up to three months (90 days) will be approved by the SRO. Travel for periods in excess of three months (90 days), will be submitted by the SRO to the Secretary PSO for endorsement and noting in the employee's PF. Such requests will be accompanied by the reasons why the travel is duty and not a transfer to a new duty station.
- iii. Employees travelling on duty for a period in excess of three months, may only be advanced subsistence (imprest) for a maximum period of three months. Additional payments for subsistence will be made once acquittals have been received for allowances already paid. The SRO will put arrangements in place to enable the employee to acquit their allowances and be paid additional allowances.

E4.4 (f) Rates of Subsistence Allowance within Kiribati

- i. Where travelling within Kiribati on official duty, the following rates of subsistence allowance will apply for each night the employee is required to be away from their normal duty station
 - a. If staying in a council rest house or any recognised and registered hotel, \$45 per night;
 - b. If travelling to an island where there are no council rest houses or other recognised and registered hotels, \$20 per night; (This is applicable to Kanton, Tabuaeran and Teraina).
 - c. Where there is a recognised and registered hotel, but the employee elects to stay with friends or relatives, \$20 per night;
 - d. For travel to Kiritimati, if staying in a recognised and registered hotel, \$150 per night, fully accountable.

- e. \$45 a day is payable to non government participants attending workshops/meetings from Outer island and \$15 a day is payable to non government participants attending workshops/meeting from Tarawa
- f. No subsistence allowance to an employee who is accommodated by another employee
- ii. Subsistence allowance for Kiritimati Island must be fully acquitted against the employee's confirmed itinerary and receipts on return to their normal duty station and any remaining funds must be returned to the Government.
- iii. Accommodation (where there recognised guest houses) and incidentals must be accounted for any subsistence allowance and imprest drawn for duty travel to outer islands other than Kiritimati.
- iv. Subsistence allowance is payable in respect of each period of 24 hrs, necessary spent on duty away from an employee's station up to a maximum of 90 days, except Secretary PSO may approve payment of subsistence allowance in excess of 90 days, at a reduced rate of \$10/day
- v. Where an employee travels overnight either by air or by sea and their passage has been provided for, no allowances are payable for that night.
- vi. No subsistence allowance is payable in respect of periods spent in transit where meals and accommodation is provided by the carrier.

E4.4 (g) Transit and hospitality allowances

- i. Hospitality allowance
 - a. An employee who is requested by Government to accommodate a visitor other than another employee or Government officer may be paid hospitality allowance at the rate of \$10.00 a day.
 - b. An employee who accommodates another employee or Government Officer or Statutory Corporation who is eligible to draw subsistence allowance may be paid hospitality allowance at the rate of subsistence allowance applicable to the officer accommodated.
- ii. Transit allowance
 - a. A person who is required to accommodate an employee who is on transfer or travelling on leave and who is transiting awaiting transportation to his/her new station or home island, may be paid a transit allowance in accordance with the special circumstance of the employee as follows:
 - If Single \$3.75 a day
 - If married \$6.25 a day.

- b. Where an employee is required to travel on official duty and that travel requires transit through a foreign country, the employee will be entitled to subsistence allowances for the period of transit at the rates and conditions applicable for International Travel.
- iii. Transit Allowance is only applicable to cases which involve travelling on transfer or on leave and where an employee is on transit awaiting transportation to duty station or home island. Only those who provide accommodation to employees who have not reached their duty/leave destination are entitled to apply for such allowance. This allowance is not applicable to persons accommodating employees who have reached their final duty or leave destination.

E4.4 (h) Incidental Expenses

- i. Where an employee incurs a legitimate work related expense during a period of travel within Kiribati, such as telephone or radio calls for official purposes, they will be reimbursed for that expenditure if it was authorised by the SRO. Expenses incurred without authorisation do not attract an automatic reimbursement.
- ii. Reimbursement of private expenses are not permitted

E4.4 (i) Variations and Disruptions to the Itinerary

- i. If the travel arrangements of an employee are disrupted through no fault of the employee or if for valid work reasons significant amendments need to be made to the itinerary after travel has commenced, the employee seek approval from the SRO for the amendments to the itinerary.
- ii. The employee will be entitled to additional subsistence allowances for additional nights they are required to be absent from their normal duty station.
- iii. Where any change to an itinerary is at the request of the employee and the SRO does not approve the variation, no additional allowances will be payable.

E4.4 (j) Accounting for Expenditure

- i. A budget estimate should be prepared that itemises the costs of travel, allowances and temporary duty will be approved by the SRO prior to the commencement of any travel by an employee.
- ii. Allowances paid for travel to Kiritimati Island must be fully accounted for, and any sums not duly accounted for must be repaid to the Government of Kiribati.

E4.5 Procedure

- i. All duty travel will be submitted to the SRO for approval prior to the commencement of the travel. Requests for approval will include a budget and the source of funding for the travel. Where the travel is for more than 3 months, the SRO will submit the travel to the Secretary PSO for endorsement and noting on the employee's PF.

- ii. Where travel is approved by the SRO, the employee will be required to undertake the travel in accordance with their duties and the allowances provided for in this section.
- iii. The employee will submit a claim for allowances at least one week in advance of the travel, based on the approved travel itinerary. The allowances request will be approved by the Financial Delegate in the Ministry. The allowances will be paid to the employee no less than 3 days prior to the travel.
- iv. In accordance with the policy, employees travelling on duty for periods in excess of three months may only be advanced allowances for the initial three month period. Additional payments will be made once acquittals have been received for the payments made.
- v. Within two weeks of return to their normal duty station, the employee will acquit the allowances paid, substantiating the acquittal with proof of travel (boarding passes, tickets) and proof of accommodation in a registered hotel where required.
- vi. Where the travel is for a period in excess of three months, the employee will acquit their allowances monthly, unless their duty station is so remote that this acquittal is not possible. In these cases, the SRO will confirm with the employee in writing what acquittal is required for allowances and when the acquittals will be due.
- vii. Any amendment to the allowances due will be rectified within two weeks of the submission of the acquittal.

E5 Allowances when travelling on duty overseas

E5.1 Authority

- i. PSC (Functions) Act: Regulation 17. The delegate may approve the payment of an allowance to an employee.
- ii. PSC (Functions) Act: Regulation: 20. The delegate may approve an employee to travel overseas.

E5.2 Delegate

- i. SRO
- ii. Secretary to Cabinet
- iii. Te Beretitenti

E5.3 Limitations

- i. The delegate may approve travel overseas to meet the needs of the Ministry or Agency, where funding is available to cover the requirements of such overseas travel.
- ii. All overseas travel will be budgeted by the SRO through the annual budget cycle.
- iii. In accordance with the provisions of this policy the SRO may approve overseas travel for employees from within their Ministry/Agency and the payment of allowances for travel on duty overseas.
- iv. In accordance with the provisions of this policy, the Secretary to Cabinet may approve overseas travel for an SRO, and the payment of allowances for travel on duty overseas.
- v. In accordance with the provisions of this policy, Te Beretitenti may approve overseas travel for the Secretary to Cabinet, and the payment of allowances for travel on duty overseas.
- vi. Payment of allowances in all instances are limited to the provisions of this policy, except where an individual contract of employment provides for a different entitlement.
- vii. Employees who travel overseas to attend training activities as defined within this document, will be paid such allowances as are specified for training activities. No entitlement to the allowances under this section will apply for training activities.

E5.4 Policy

E5.4 (a) Applications for and Approval of Travel on Duty Overseas

- i. All employees must provide an application for overseas travel (absence form) and have this endorsed by the delegate, prior to making any arrangements or bookings for overseas travel. All applications must be accompanied by written confirmation of available budget and source of funds.

E5.4 (b) Mode of Transport

- i. All travel by air will be economy class unless otherwise specified in a contract of employment.

E5.4 (c) Travel by dependents

- i. Employees who travel on duty may not be accompanied by any dependents at the expense of the Government of Kiribati, unless there is a specific entitlement under a contract of employment.

E5.4 (d) Payment in advance

- i. An employee approved to travel on duty overseas may apply for their eligible travel allowance to be paid in advance based on the budget estimate they provide to the delegate.
- ii. Applications for payment in advance must be made a minimum of 1 week prior to the anticipated date of travel. Payment of the eligible allowances will be made at least 1 day prior to the anticipated day of travel.

E5.4 (e) Subsistence allowance for travelling on duty outside Kiribati

- i. Subsistence allowance to cover living expenses during the travel will be paid at the rate specified in the international per diems schedule approved by the Secretary PSO, that prevails at the time of travel, for each night spent away from the employee's duty station.
- ii. Where an employee's travel is wholly or partly sponsored by a donor or other sponsor, they will be entitled to payment of any shortfall in payment by the sponsor for a period of up to 3 days for sponsored stranding and up to 14 days inclusive of travel days for externally funded or sponsored overseas conferences, meetings, seminars, workshops and negotiations based on the following rates and arrangements:
 - a. 15% of the standard rate of that country where accommodation and meals are fully *or partly* funded with cash payment to the officer of less than one third (1/3) of the standard rate of that country.
 - b. 30% of standard rate of that country where accommodation AND meals are provided without cash payment to the officer.
 - c. 35% of standard rate of that country where accommodation OR meals are fully funded with cash payment to the officer or less than 1/3 of the standard rate of the country.

- d. 20% of the standard rate of that country where accommodation OR meals are fully funded with cash payment to the officer or more than 1/3 but less than 2/3 of the rate of country
 - e. 50% of the standard rate of that country where accommodation OR meals are fully funded without cash payment to the officer.
 - f. No abated subsistence allowance will be payable where accommodation and meals are fully funded with cash payment of more than 1/3 of the standard rate of that country.
 - g. The difference between the standard rate and the amount received from the donor or sponsor if the amount received is less than the standard rate and the officer is expected to pay for his own accommodation and meals
- iii. Subsistence allowances must be acquitted within 2 weeks of return to the duty station, against the actual travel itinerary, with provision of accommodation receipts for the accommodation portion. Where the rate of accommodation exceeds the allowance rate, no additional payment is allowed, unless prior approval has been given to exceed the scheduled rate. Approvals will be given only where the employee is compelled for official reasons to stay in a more expensive hotel (for example, when travelling with Te Beretitenti). Refer to the provisions for “Allowance Inadequate”.
- iv. An employee, travelling on duty who is accompanied by his wife, will not normally be eligible for subsistence allowance in respect of wife unless his wife’s passage to accompany her husband has also been properly authorised. In these instances, the rate of subsistence allowance will be 1.5 times the standard rate. This section only applies to wives whom accompanying their husband on authorised duty visits. Wives who are employed, when travelling on duty other than travelling as a wife will be eligible to receive subsistence allowance at the normal single rate.
- v. An employee required to travel on duty in circumstances where he is eligible for subsistence allowance may be granted a special imprest of an amount sufficient to cover his anticipated expenses. Applications for the grant of a special imprest should be made to the Chief Accountant in accordance with the provisions of chapter 11 of the Financial regulations.

E5.4 (f) Additional allowable expenses (incidentals)

- i. Employees may be entitled to reimbursement of additional expenses that are incurred as a result of official travel overseas. These expenses must be estimated and detailed in the request for approval, and approved by the delegate prior to the travel. Expenses will be limited to:
 - Laundry
 - Visa costs
 - Airport transfers
 - Business communication costs (fax, telephone and internet for work related purposes only)
 - Airport taxes that are not included in the ticket price.

- Tip
 - Commissions & taxable goods
- ii. Employees, while accommodated in a hotel, a tip of \$1 a day is applicable. Except for Te Beretitenti, Kauoman ni Beretitenti, or Ministers where a single tip shall not exceed \$10 per pay or per meal or each time luggage in respect of any of them is assisted. This also applies to support staffs making tips in respect of Te Beretitenti Te Kauoman and Ministers
 - iii. Employees are expected to keep any additional expenses to a minimum. Reimbursement will be payable on production of official receipts for the expenditure. Reimbursement is not possible without receipts or other official proof of payment (in the case of visas).

E5.4 (g) Outfit Allowance

- i. An employee who is required to travel overseas on duty may be paid a non-accountable cash allowance of A\$300 for the purchase of suitable clothing and equipment, provided the employee has not received an outfit allowance from any source during the preceding three years from the date that travel is due to commence.
- ii. The allowance will be applied for and approved by the Delegate as part of the approval to travel procedure. The allowance is payable by the employing Ministry or Agency.
- iii. Clothing allowance is not payable for travel that is for the purpose of training as defined within these conditions of service.
- iv. Overseas trainings of less than 1 month would be treated as overseas duty travel and the condition for outfit applies.
- v. Overseas training over 1 month would treated under NCS K.

E5.4 (h) Allowance Inadequate Provisions

- i. An employee who is compelled by official circumstances to lodge in a hotel with a room rate that is equal to or higher than $\frac{2}{3}$ of the daily subsistence allowance may be entitled with the approval of the delegate to an additional allowance equivalent to $\frac{1}{3}$ of the daily subsistence rate prescribed and have all his/her additional costs on accommodation, meals and other approved incidental expenses over and above the standard rate of subsistence allowance met from Public funds on the production of receipts. Only if such additional expenses do not exceed $\frac{1}{3}$ of the subsistence rate prescribed they will be disregarded.
- ii. In the case of a room being less than $\frac{2}{3}$ and more than $\frac{1}{2}$ the standard rate of subsistence allowance, the permanent secretary will make a ruling using the above concept on a case by case basis to ensure the fairness is done for both the employee and the public fund. This is applicable only to official travels fully funded by the government of Kiribati.

- iii. Where the employee anticipates that there will be a requirement for this provision, they will seek and gain the prior approval of the delegate to lodge in the accommodation required. Imprest will be paid at the designated daily rate, with reimbursement made for the additional expenses incurred on the employee's return to their duty station.
- iv. Where the employee chooses to stay in accommodation that is above the rate prescribed, there is no entitlement to payment of a supplementary allowance.

E5.4 (i) Variations and Disruptions to the Itinerary

- i. If the travel arrangements of an employee are disrupted through no fault of the employee or significant amendments need to be made to the itinerary after travel has commenced the employee should seek the approval of the delegate to vary the Itinerary.
- ii. Where approval is given, the employee may claim the additional subsistence allowances and other reimbursable expenditure on return to their duty station.
- iii. Where the disruption to the itinerary was caused through a delayed flight, the employee must produce proof from the carrier that they did not provide accommodation or meals during the delay. Where such proof is not provided, no additional subsistence is payable.

E5.4 (j) Accounting for Expenditure

- i. The employee must acquit all allowances against their approved itinerary within 2 weeks of return to their duty station. Official receipts must be produced for hotel accommodation. Tickets and boarding passes must be provided with the acquittal as proof of travel undertaken.
- ii. All claims for reimbursable expenses are to be made at the same time as the employee acquits their allowances that have already been paid. For reimbursable expenses, all invoices and receipts are to be kept to justify payment and they should be clearly itemised. Original receipts must be provided with the claim for payment. If receipts are not provided, payment of any outstanding moneys owing to the employee will not be made.
- iii. Any adjustment to the payment received by the employee must be made within 2 weeks of submission of the acquittal.
- iv. Payment of any outstanding allowances will not be made until the employee has submitted a brief report to the Delegate detailing the travel undertaken and the outcomes of the travel. The Delegate will not approve the payment of additional allowances or reimbursable until such report is received.

E5.5 Procedure

- i. The employee will apply to the Delegate for approval to travel. At a minimum the travel application must include:

- a. The purpose and benefits that are expected to be gained from the visit.
 - b. The relevance of the visit to the Government policy, strategy or the duties of the employee.
 - c. A detailed itinerary including for example visits to organisations, meetings with individuals or conferences that are to be attended.
 - d. Travel times and intended accommodation.
 - e. The names of people who are to travel
 - f. A full budget estimate with a breakdown of costs in \$AUD (Allowing for exchange rates) for all those who intend to travel. The estimate should include , but not be limited to:
 - Airfares including all airport taxes.
 - Transfers.
 - Costs of required visas.
 - Subsistence allowances.
 - Clothing allowance.
 - Conference fees if applicable.
 - Travel insurance including, but not limited to health and repatriation to Kiribati.
- ii. The budget estimate should include the budget source and also itemise the components of the itinerary that are to be funded by a donor and those to be funded from the budget of any sponsoring Government agency.
 - iii. On receipt of an application from an employee to travel on duty outside the Republic of Kiribati the delegate must review the costing to ensure that it is consistent with the provisions of this policy. The delegate may then approve the travel, budget estimate and payment of travel allowances, in writing.
 - iv. The employee may then proceed to make the travel arrangements and claim any payments in advance as per their entitlements.
 - v. The employee commences travel and retains all receipts during this time.
 - vi. The employee should seek and gain the prior approval of the delegate to lodge in the accommodation required as stated in E5.4(h)
 - vii. On return the employee, within 2 weeks presents a report on the outcomes of travel to the Delegate, along with their reconciliation of their travel itinerary and any claim for reimbursable expenses.
 - viii. The Delegate will approve any adjustments to allowances to be paid, in accordance with this policy. Any adjustments are to be settled within 2 weeks of the Delegate's approval.

E6 Travel on initial appointment, transfer or promotion to another island within Kiribati

E6.1 Authority

- i. PSC (Functions) Act: Regulation 17. The delegate may approve the payment of an allowance to an employee.
- ii. PSC (Functions) Act: Regulation: 18. The delegate may approve the mode of transport that an employee may use.

E6.2 Delegate

- i. SRO

E6.3 Limitations

- i. In accordance with the provisions of this policy the SRO may approve the payment of allowances to an employee who vacates their residence and is travelling to their first appointment or is being legally transferred or promoted to a position on another Island from their current work location or residence.
- ii. The provisions of this policy do not apply for transfers within South Tarawa, no expenses are payable to employees who transfer within South Tarawa.
- iii. In accordance with the provisions of this policy the SRO may approve the mode of transport to be used by an employee.

E6.4 Policy

- i. Where an employee is appointed to a position on an Island other than their current Island, where the appointment requires a change in residence, the employee will be eligible for payment of the allowances within this section.
- ii. This section does not apply to appointments of any type within South Tarawa.
- iii. Where an employee is permanently appointed to a position in another country, they will be eligible for payment of the allowances within this section.
- iv. Contract employees will be entitled to the allowances provided for in this section, unless their contract stipulates different entitlements to allowances.
- v. Employees on transfer will not be entitled to seagoing and week end at sea unless instruction has been given by SRO to perform duties while at sea.

E6.4 (a) Mode of Transport

- i. Employees and their immediate family members will be entitled to transport to their new location. Immediate family members will be limited to the spouse and up to 4 children, as declared by the employee. Dependents may be any declared family members, who are

dependent upon the employee for their accommodation and sustenance. Expenses will be limited to the employee and the equivalent of 3 additional adult fares.

- ii. Travel will be by sea, unless there is an urgent requirement for the employee to take up duties in the new location, in which case the SRO may approve transport by air. Where transport by air is approved, such transport will be limited to the employee only, their dependents will travel by sea unless it is proven to be more economical to travel by air.
- iii. Where transport is by sea, it will be by class entitlement according to salary level as stated in Appendix H.1.
 - i. Where travel by air is approved, it will be in economy class, unless otherwise provided for in a specific contract of employment.

E6.4 (b) Subsistence Allowances

- i. No subsistence allowances are payable to employees and their families during travel associated with appointments, except for transit allowances as described below. Subsistence allowance is only payable when transiting through another country (outside Kiribati).

E6.4 (c) Transit Allowances

- i. If the journey to the work location on another island requires an eligible employee to stay overnight in another country the employee is entitled to the payment of subsistence allowance in accordance with the policy for International Travel contained within this section.
- ii. Where the employee is authorised to travel with their family while on transfer, and the journey requires transit in another country, subsistence allowances will be payable for each accompanying member at the rate of 50% for accompanying adults and 20% for accompanying children, to the maximum of the equivalent of 3 adult accompanying dependents.
- iii. No subsistence allowance is payable in respect of periods spent in transit where meals and accommodation are provided at the expense of the carrier or another organisation. No subsistence allowance is payable where the night is spent on a ship or an aircraft.

E6.4 (d) Incidental Expenses

- i. An eligible employee may claim reimbursement for incidental expenses incurred as a result of travel to a new permanent work location, if those expenses are work related and have been approved by the SRO prior to the employee incurring the expense. Expenses will be limited to essential work related telephone calls or other business related expenditure. Incidentals are not payable for personal expenditure items.

E6.4 (e) Variations and Disruptions to the Itinerary

- i. If the travel arrangements of an employee are disrupted through no fault of the employee or if for valid work reasons significant amendments need to be made to the itinerary after travel has commenced, the employee must seek approval from the SRO for the amendments to the itinerary.

E6.4 (f) Baggage Allowance

- i. An eligible employee who is proceeding to their new work station by sea is eligible for payment for shipment of personal effects of up to 400 cubic ft . There are no limitations on what the employee may take, but if there are special rates applicable for certain goods, the employee will only be entitled to the minimum rate for the entire 400 cubic ft
- ii. The employee may not commute the entitlement to cash. If the employee does not wish to transport personal effects, there is no payment to the employee instead of the entitlement. If the employee wishes to use air freight, the SRO may approve the use of air freight to an equivalent value of the sea freight.
- iii. The baggage allowance is payable once every three years and may not be paid if the transfer is at the request of the employee to meet the compassionate circumstances of the employee.

E6.4 (g) Disturbance Allowance

- i. An employee who is transferred from one station to another for a period of not less than two months and who vacates his quarters at his former station will be entitled to payment of a disturbance allowance at the following rates:
 - \$31.25 for a married employee, or a single employee with dependent children
 - \$25 for a single employee.
- ii. The disturbance allowance is payable once in 6 months and may not be paid if the change of location is at the request of the employee to meet the compassionate circumstances of the employee.
- iii. An employee who receives the disturbance allowance and resigns within a month of receipt of the allowance will repay the allowance to the Government of Kiribati.

E6.4 (h) Payment in Advance

- i. Where an eligible employee is entitled to allowances under this section, they will be permitted to claim those allowances in advance of their travel to their new location if they are already permanently employed by the Government of Kiribati. Initial appointments may not be paid allowances in advance of taking up duty, all allowances will be payable on arrival and on taking up duty.
- ii. The employee will acquit all allowances paid in advance, through providing proof of taking up duty in the new location and evidence of travel undertaken (boarding passes, tickets).

- iii. Acquittals will be submitted within 2 weeks of arrival in the new location. Any correction to the allowances due will be made within 2 weeks of receipt of the acquittal.

E6.5 Procedure

- i. The SRO will confirm in writing what transfer or appointment expenses will be payable to an employee, as part of the appointment/transfer letter.
- ii. The employee will submit their claim for allowances to the SRO at least two weeks prior to departure, or immediately upon notification if less than two weeks notice of the move has been given. Where allowances are payable in advance of travel, the Ministry will ensure that they are paid at least 3 days prior to the employee's planned travel.
- iii. Payment of the entitlement to baggage will be made direct to the supplier. The employee will supply quote/s to verify the amount due, and payment will be made on production of the invoice from the shipping company.
- iv. Where an employee resigns and owes a debt to the Government of Kiribati as a result of transfer expenses paid, the SRO will ensure that the debt is deducted from the employee's final payment. The last alternative is to ensure deduction from KPF prior employee retirement and withdrawal of KPF.

E7 Repatriation to home island within Kiribati at the end of service

E7.1 Authority

- i. PSC (Functions) Act: Regulation 17. The delegate may approve the payment of an allowance to an employee.
- ii. PSC (Functions) Act: Regulation: 18. A delegate may approve the mode of transport that an employee may use.

E7.2 Delegate

- i. SRO

E7.3 Limitations

- i. In accordance with the provisions of this policy the SRO may approve allowances to be paid for the repatriation of an employee who upon completion of service, elects to return to his/her home island
- ii. In accordance with the provisions of this policy the SRO may approve the mode of transport to be used by an employee.

E7.4 Policy

- i. An employee who has completed his service will be entitled to repatriation for himself, his wife and all his children and in the class appropriate to the employee's position, in accordance with NCS H.15
- ii. An employee who resigns without giving 2 months notice will not be entitled to repatriation, unless the Secretary to Cabinet waives the 2 months' notice
- iii. The widow/widower of an employee who died in the service, will be entitled to repatriation and all his/her children to either the home island of the deceased employee or the widow/widower.
- iv. An employee who is dismissed from the service of the Government of Kiribati will not be entitled to any repatriation expenses unless otherwise directed by the Secretary to Cabinet
- v. An employee who is being repatriated by sea will be covered up to 600 cubic feet of personal effects at the expense of Government.
- vi. An employee travelling to or from Kiritimati under this clause is entitled to the personal effects allowance for sea freight as in iv. above or air freight up to the equivalent monetary value of the surface allowance

- vii. There is no limit on the type of effects which may qualify for allowances under vi. except that if a special rate is charged for any item the amount payable by Government must not exceed the amount payable at the personal effects rate
- viii. Repatriation and transport of personal effects under this section must take place within 6 months of the employee's last day of duty.

E7.5 Procedure

- i. The SRO will plan in advance for the timely repatriation of concerned employees/individuals.
- ii. The SRO will confirm in writing to an eligible employee or spouse under this section, what expenses are payable and the conditions for the payment of the expenses.
- iii. The employee will submit their claim for allowances to the SRO at least two weeks prior to departure, including in their claim their anticipated date of travel. The Ministry will ensure that allowances are processed and paid at least 3 days prior to the employee's planned travel.
- iv. Where an employee has died in the service, the SRO (of the deceased) will provide assistance to the widow/widower to ensure efficient and timely repatriation and transportation of eligible family members and personal effects respectively and in accordance to E7.4 vii and E7.4viii above .

E8 Leave allowances

E8.1 Authority:

- i. PSC (Functions) Act: Regulation 17. The delegate may approve the payment of an allowance to an employee.
- ii. PSC (Functions) Act: Regulation: 18. The delegate may approve the mode of transport that an employee may use.

E8.2 Delegate:

- i. SRO

E8.3 Limitations:

- i. In accordance with the provisions of this policy an employee may receive leave passage once in every 3 years.
- ii. In accordance with the provisions of this policy the SRO may approve a return leave passage for an employee , his wife and 4 dependent children totalling up to 4 adult fares, to the home island of the employee at the married rate.
- iii. In accordance with the provisions of this policy the SRO may approve a return leave passage for an employee and 2 of his children or a total of 2 adult fares, to his home island, at the single rate.
- iv. In accordance with the provisions of this policy the SRO may approve the mode of transport to be used by an employee
- v. In accordance with the provisions of this policy the SRO may approve an employee's leave grant.
- vi. In accordance with the provisions of this policy and subject to the terms of an employee's contract, the SRO may approve leave entitlements to the contract employee.

E8.4 Policy

- i. On completion of each three years of service away from their home island, an employee will be entitled to payment of a return passage for him/herself, his spouse and up to four dependent children, totalling up to 4 adult fares.
- ii. Where an employee is entitled to a single rate, he will be entitled to a return passage for himself and 2 of his children, totalling up to 2 adult fares.

- iii. The leave passage may not be commuted into cash and may not be accumulated or held over to another year. The employee must take leave passage in the year in which it is due.
- iv. The mode of transport for the leave passage will be by sea, by saloon class where available and applicable. Where the employee requests passage by air, the SRO may consider and approve the request.
- v. No incidental, subsistence or reimbursable allowances are payable under this clause.
- vi. In years where the employee is not entitled to leave passage, he will be entitled to a leave grant at the rate of \$250 (for single rate) or \$375 (for married rate) for each full year of service. A single parent employee with children to maintain is entitled to a married rate.
- vii. Where a married couple are both employed by the Government of Kiribati, they will accrue the entitlements under this section as if they were individuals (both will be entitled to the passage and leave grant at single rate). For the passage, each of the couple will be entitled to 2 adult fares and they may be allowed to spend leave at either of their home islands, but their dependents will still be entitled to only one paid passage in a leave year.
- viii. Any period of leave without pay will affect the due date for the return passage and the amount of leave grant payable. The calculations will be the same as for changes to increment due date under E.1
- ix. Employees on long term study (one year or more) are not entitled to leave grant or leave passage for the duration of their study.

E8.5 Procedure

- i. As part of the annual budget cycle, the SRO will budget for the leave entitlements of all staff in the Ministry or Agency and monitor the leave of employees.
- ii. Staff will roster their leave in accordance with the Leave section of these Conditions of Service.
- iii. Where a staff member is entitled to leave passage, they will confirm with their SRO the anticipated dates of their leave at least one month prior to the leave. The leave passage will be booked by the Ministry or Agency and paid direct to the carrier.
- iv. Payment of the leave grant will be approved by the SRO, on a list detailing the due date for the payment. The approved list will be forwarded to Accounts for payment in accordance with the stated dates.
- v. The SRO will ensure that any leave without pay taken by the employee is noted on the PF and that the entitlements to the leave passage and leave grant are adjusted accordingly.

- vi. Subject to the terms of their contracts, part time employees will be entitled to payment of the allowance in accordance with their contracts
- vii. Employees who undertake a period of long term training (over one year), will not be entitled to payment of the leave grant and leave passage for the duration of their training.
- viii. Where an employee who is approved to undertake a period of long term training, the SRO will notify the MFED to stop the payment of the leave grant allowance from the effective date of absence from duty. Leave grant will recommence when SRO confirms that the employee has resumed duty.

SECTION F

ANNUAL LEAVE

Leave Rates

F.1 (a) An employee in full time employment is eligible for annual leave according to his salary level at the rates set out in the following table:-

Salary	Working Days
L19-17	14
L16-15	18
L14-12	22
L11-10	26
L9-1	30

Working days are Mondays to Fridays, not including Public Holidays.

- (b) An employee in part time employment is eligible for one working days' leave in respect of each complete month served.
- (c) A security guard is eligible for 18 working days per annum.
- (d) Leave entitlements for teachers in Primary, JSS and Senior Secondary Schools is explained in F.22

Leave Year

F.2 The leave year is from the 1st January to the 31st December and annual leave may be taken at anytime during the leave year, subject to the approval of the employee's Head of Division or SRO.

Change in Leave Rates

F.3 When, during the course of a leave year, an employee becomes entitled to a higher leave rate, his entitlement in that year will be the higher leave rate.

Incomplete Leave Year

F.4 An employee who will not complete a full leave year either because of his appointment during the year or because of his leaving the service during the year may be granted one-twelfth of the number of working days leave for each complete month of service and pro-rata for part month, during the leave year. The value of any excess leave taken during an incomplete leave year may be recovered from the employee.

Accumulation of Leave

- F.5 (a) Annual leave should, if possible, be taken during a leave year. An SRO may approve or require the accumulation of annual leave for a maximum of two year.
- (b) Circumstances in which permission to accumulate leave may be granted are:-

- (i) *in the public interest*
- (ii) *on compassionate grounds*
- (iii) *when an employee is stationed on a remote island from which travel is difficult to arrange.*
- (iv) *when an employee's home island is remote and difficult to reach.*

Broken Leave Periods

F.6 Annual leave may be taken in more than one period or in single days subject to the approval of the employee's SRO.

Leave Records and Leave Rosters

- F.7 (a) SROs will arrange for a record to be kept of all annual leave taken by each employee in the manner shown at *Appendix F.1*. When an employee is transferred to another Ministry or Organisation his leave record should be transferred also.
- (a) SROs are responsible for ensuring that leave rosters are prepared in respect of all employees in their Ministries or Organisation. Copies of all leave rosters should be widely circulated within the Ministry or Organisations concerned. Well coordinated and planned leave rosters are essential if the absence from duty of too many employees on leave at any one time is to be avoided.

Transfer between Statutory Bodies or Ministries

F.8 When an employee is transferred he may take pro-rate leave as under National Condition F.4.

Leave Application

- F.9 (a) For Government employees, leave applications in the form shown in *Appendix F.2* must be submitted to the Chief Accountant, Director of Audit and the SPSO.
- (b) The Form to be used by Contract Officers is shown in *Appendix F.III*.

Extension of Leave

F.10 The SPSO may extend leave on full pay or without pay in the public interest.

Leave Without Pay

(Cabinet meeting no.24/03 of 13/11/03) (PSO Memo no.151/03)

- F.11 (a) On the recommendation of an SRO, the SPSO may grant leave without pay to a Government employee who has exhausted his annual leave. Leave without pay will only be approved where there are compassionate or other special reasons.

1. Short Term Leave without Pay:

The duration of this leave without pay shall be up to 6 months only. This shall be applicable to temporary situations only on compassionate or other special reasons that any employee may be confronted with from time to time.

2. Long Term Leave without Pay:

The duration of this leave without pay may be more than 6 months but cannot be more than 3 years. This shall be applicable only to the following categories:

- i. In-service trainees and their working spouses.
- ii. Employees sent by Government on secondment basis to serve at other recognized organizations locally or abroad.
- iii. Severe medical grounds of an employee's immediate family member supported by regular medical references.
- iv. Certified Churches' request or obligations.
- v. Other Government's assignments.

- (b) For Statutory Bodies, applications from employees for leave without pay should be referred to responsible Ministries.

Training Course

F.12 Periods spent by employees on approved training course will be regarded as duty. Employees sent on such courses will retain their entitlement to annual leave except that an employee who is absent on an extended training course must take his annual leave when entitled to a home visit.

Sickness During Leave

F.13 On the recommendation of the Chief Medical Officer, a SRO may grant an employee who falls sick during his annual leave an extension of leave to cover the period of his sickness. This extension will be regarded as sick leave.

Death in the Service

F.14 When an employee dies in the service, the monetary value of any earned leave may be paid to his/her widow/widower or if he/she leaves no widow/widower, to his/her estate.

Commutation for Cash

F.15 Leave may only be commuted for cash under National Condition F.6.
Abolished (PSO memo No.218/9)

Forfeiture of Leave

F.16 An employee who is dismissed or who leaves the service without giving due notice will forfeit any annual leave not taken.

Leave Salary

F.17 An employee may be paid leave salary in advance in accordance with Condition E1.4 (m).

Travelling Time

- F.18 An SRO or Head of Division may grant an employee who travels to his home island by ship or by air, for his leave, sufficient travelling time by the most direct route.
- F.19 An employee who travels to a destination other than his home island may be granted travelling time compatible with the ships sailing schedules at that time:-
- (i) *sufficient for the journey to his destination by most direct route, or*
 - (ii) *the travelling time which would have been necessary for him to visit his home island by the most direct route.*
- F.20 An employee granted travelling time shall report the date of his arrival at his destination to his Head of Division.

Travel by Air

- (a) No travelling time shall be granted to an employee travelling indirect to his home island by air.
- (b) An employee stationed on outer islands when travelling by air to and from leave to his home island, through Tarawa shall be granted a maximum of 2 days travelling time each way.

Overstayed Leave – Employee Unable to Return

- F.21 (a) An employee who is prevented from returning from leave on the due day must report the circumstances to his Head of Division. Overstayed leave will be treated as leave without pay unless and until an employee provides an acceptable explanation.
- (b) If an acceptable explanation is provided, the overstayed leave may be deducted from the employee's future leave entitlement or the employee may opt to have it granted as leave without pay, unless the SRO accepts the responsibility for the delay of the employee to return to work.
 - (c) An employee who overstays his leave without an acceptable explanation is liable for disciplinary action in accordance with National Condition D.9.

Leave entitlements for teachers in Primary, JSS and Senior Secondary Schools.

- F. 22 (a) A teacher is required to work during Term 1 and 2 breaks and 2 weeks after Term 3 break and 2 weeks before Term 1 starts in the following year.
- (b) During Christmas break, a teacher is required to take leave starting from the 3rd week of December in the current year until the 2nd week of January in the New Year. The total number of leave involved is 19 working days
 - (c) A teacher who is engaged in an organized and approved workshop from the Ministry during the 19 days period will have the number of working days spend added to his/her leave entitlements

(d) A teacher is eligible to utilize his/her leave balances at any time during the year, subject to the approval of the SRO

SICK LEAVE

Sick Leave

- F.23 (a) Subject to the provisions (b) of this Condition and of Condition F.29 and F.30, periods during which an employee is absent from duty because of illness will be regarded as sick leave.
- (b) An employee who is absent through illness arising from his own negligence or misconduct will not be granted sick leave and shall not be paid for the period concerned.
- F.24 (a) An employee who is absent from work because of illness shall immediately report the fact to his immediate Supervisor who will inform departments, as appropriate.
- (b) SROs shall report their own sickness to the Secretary to the Cabinet or employing Authority.

Medical Certificates

- F.25 (a) An employee who is absent through illness should whenever possible report to a Government medical officer within 24 hours of absenting himself, with a view to obtaining a Certificate to the effect that his absence is justified through ill health.
- (b) It is the employee's responsibility to ensure that the medical certificate is received by his Immediate Supervisor.

Recording Sick Leave

- F.26 (a) Heads of Divisions shall maintain a record of all absences on medical grounds, of employees in their Divisions, in order to control the allowance of sick leave authorised in these National Conditions.
- (b) When an employee's absence through sickness exceeds 30 working days in one year, the SRO must be informed.

Short Term Illness

- F.27 On the recommendation of a medical officer, SROs may grant an employee, other than a Temporary employee, 30 working days sick leave in any period of 12 months.

Extended Illness

- F.28 (a) This Condition applies only to Permanent Employees and employees on contracts of 2 years or more.
- (b) In case of serious illness extending beyond 30 working days' continuous absence from duty, the SPSO in respect of Government employees, or Managers in consultation with

Ministries in respect of Statutory Bodies and Government Owned Companies, may grant sick leave in accordance with the following procedure:-

- (i) *the first 30 working days will be regarded as sick leave on full day;*
 - (ii) *the employee will then be required to use up any annual leave standing to his credit.*
 - (iii) *on the recommendation of the Chief Medical Officer, the employee may then be granted a further period of sick leave on full pay up to 30 working days.*
- (c) If, after the grant of the sick leave referred to in (b) above, the employee is still not fit to resume duty, the SPSO or Manager, will request the Secretary for Medical and Health Services to convene a Medical Board which shall advise as to whether or not the employee is likely to be able to return to duty within a reasonable time. On the advice of the Medical Board the SPSO; (or Manager), may grant a further period of sick leave not exceeding 125 working days working pay). Alternatively, the Medical Board may recommend retirement on medical grounds.

Recurrence of Sickness

F.29 When an employee who has been granted the maximum period of paid sick leave falls sick within six months of the date of his return to duty, the period of sickness shall be regarded as continuous with the period of sickness for which sick leave was last granted.

Sick Leave is for Contract Employees

F.30 Sick leave granted to Contract Employees does not earn leave and any period of sick leave must be deducted from the total of an Employee's residential service.

Sick Leave for Temporary Employees

- F.31 (a) A temporary employee in full time employment may be granted sick leave of up to seven days in any one calendar year. Thereafter he may take earned annual leave. If he cannot resume duty after this period, his appointment should be terminated by giving due notice.
- (b) The grant of sick leave under this Condition is at the discretion of the SRO.

Sick Leave for Part Time Employees

F.32 A part time employee may be granted sick leave of up to 4 working days in any one calendar year. Thereafter he may take earned annual leave. If he cannot resume duty after this period, his appointment should be terminated by giving due notice.

Injury on Duty

F.33 An employee in full time employment who is absent from duty because of illness due to injury sustained in the actual discharge of his duty without his own default, may be granted the sick leave provided for under National Condition F.30(b) respective of the terms of his employment.

COMPASSIONATE LEAVE

- F.34 An SRO may grant an employee up to 3 working days' compassionate leave in a year, on full pay and leave in excess of 3 days will be without pay. Paid compassionate leave is normally applicable in the event of the death or serious illness of a wife, husband, parent or a child of an employee, but not for a relative. Other circumstances, not involving sickness, may be considered for the granting of compassionate leave, but this shall be without pay.

MATERNITY LEAVE

- F.35 (a) An SRO may, upon compelling medical grounds grant a female employee who has completed at least six months service, maternity leave for a period commencing six weeks before the baby is due and ending six weeks after the baby's birth (to be supported by a Birth Certificate). Maternity leave forms must be completed on all occasions.
- (b) Maternity Leave will be on full pay for up to two occasions only. Any further maternity leave will be without pay.

FAILURE TO RESUME DUTY ON DUE DATE

- F.36 An employee who fails to return to duty within 60 days of the birth of her child will be deemed to have resigned unless there are medical reasons justifying the grant of sick leave. Any period of absence not covered by maternity leave, annual leave or sick leave will be unpaid.

MISSING AT SEA

- F.37 (a) An employee who goes out to sea in an open boat and fails to reach land within 14 days of his departure shall from that date will be deemed to be missing at sea. From that date:
- (i) *the first 30 days will be regarded as sick leave on full pay.*
 - (ii) *further days will be regarded as annual leave standing to the employee's credit;*
and
 - (iii) *thereafter no salary is payable.*
- (b) If the employee is found alive after the period referred to in F.36 (a) (ii), then days after that date shall be credited against the employee's future leave entitlement until such period has been utilised by way of leave entitlement.
- (c) Annual leave grant shall be payable to an employee who goes missing at sea only if it has not been paid for the year when he goes missing at sea.

APPENDIX F.I ANNUAL LEAVE RECORD FORM

Name of Officer:

PF:

Post and Department:

Date:

Leaving Earning Rate:

Leave Taken:

Home Island:

Leave B/F	Annual Entitlement	Leave Eligibility	Date of Leaving Station	Date of Return to Duty	Number of Day(s) Taken	Balance	Leave overstayed Without Salary	Initial Authorising Officer

CLOSED AND CHECKED

EXAMINED

.....
Head of Department

.....
Date

.....
Auditor General

.....
Date

APPENDIX F.II APPLICATION FOR LEAVE

SECTION G

HOUSING ALLOCATION OF HOUSING ON SOUTH TARAWA AND KIRIBATI ISLAND

Control

- G.1 (a) Overall control of the allocation of Government housing on South Tarawa, other than institutional housing, is vested in the Kiribati Housing Corporation Allocation Committee and with the Secretary for Line and Phoenix Islands Development for the Government quarters in Kiritimati.
- (b) Control of allocation of Government institutional housing accommodation is vested in the SRO of the Ministry or Organisation concerned.

Housing Committee

- G.2 Subject to the general and specific directions of the Kiribati Housing Corporation Board, houses will be Allocated by Housing Committees. There will be one Committee on Betio, one Committee on Bairiki and one Committee at Bikenibeu and Committee on Kiritimati. The members of Committees will be appointed by the KHC Board.

Factors to be taken into account

- G.3 In allocating houses, the Housing Committee will take into account:-
- (i) *the employee's salary*
 - (ii) *his length of service*
 - (iii) *his family circumstances*
 - (iii) *his position in the service, or his Organisation*
 - (iv) *any period during which he has been unhoused (length of time on waiting list).*

Eligibility

- G.4 A married couple both in approved employment may aggregate their substantive basic salaries. Except for temporary and contract employees, all employees are eligible for Government housing, but no employee has a right to a house or to any particular class of house.
- G.5 An employee's basic eligibility for types of housing is as follows:-

Employees occupying posts carrying a maximum salary level	House types
3-1	A
9-4	B & all modern C types
14-10	Old C & All D types
19-15	E and F types

Absence for Period in Excess of 12 months

- G.6 (a) An employee who will be absent from his stations for a period in excess of 12 months will normally be required to vacate his house except that those under training should be covered under NCS K. 10(a).
- (b) An employee who is on earned leave will not be required to vacate his house whether he leaves his station or not, provided the leave period does not exceed 90 working days.

Re-occupation of Houses

G.7 An employee who is required to vacate his house in accordance with National Condition G.6 may apply to the Housing Committee serving the area in which he works, for permission to reoccupy the house on his return. The Housing Committee will meet such requests where practicable but no guarantee may be given.

Taking up Allocation

G.8 An employee who has been allocated a Government house by the Housing Committee must occupy that house within a reasonable period. If he objects to the allocation made, he may appeal in writing through his Responsible Senior Officer to the SPSO. If after a decision on his appeal, an employee still fails to occupy a house allocated to him, he will be responsible for finding his own accommodation.

Change of House

- G.9 (a) An employee may apply to the Housing Committee for a change of House at any time, and his claim will be considered along with those of other employees. An employee may apply for a change of house if;
 - (i) *he becomes eligible for a higher class of house as a result of promotion or re-grading;*
 - (ii) *he has moved his place of work; in such case he will be given priority by the Housing Committee to whose area he has moved;*
 - (iii) *there is a change in his family circumstances.*

Hotel and Transit Units

G.10 A public employee may not be accommodated in the Captain Cook Hotel, Otintaai Hotel and NRC Stevenson Hotel and other hostels on a semi permanent basis for longer than two weeks without the prior approval of the Secretary. An employee being accommodated on a semi-permanent basis will be required to contribute towards the cost of his accommodation at the following rates:-

ACCOMMODATION

	Meals	Without Meals
Single occupancy	\$10	\$3
Double occupancy	\$15	\$4
Each child accommodated separately	\$5	\$2
Each child accommodated with parents	\$4	\$1

These amounts will be deducted from the employee's claim for refund of hotel expenses where local purchase orders are no longer accepted for settlement of hotel bills.

Shared Accommodation

G.11 Single employees may be required to share a house. When such an arrangement is necessary, arrangement should be made in consultation with the employee involved.

ALLOCATION OF HOUSING OTHER THAN ON SOUTH TARAWA

Control

G.12 (a) Overall control of the allocation of non-institutional Government housing at stations other than South Tarawa is vested in the Secretary to the Cabinet. In exercising this control, the principles referred to for the allocation of housing on South Tarawa will be followed wherever practicable.

(b) Overall control of the allocation of institutional housing at stations other than South Tarawa is vested in the SRO concerned.

RENTS

Classification

G.13 Houses are classified by the Secretary to the Cabinet for the purpose of assessing rents. These classifications and rents in force on 1st January 1980 are set out in Appendix I to this section.

Shared Houses

G.14 If two or more employees are allocated a single house, the rent will be shared proportionately between them.

Rent Adjustment

G.15 If an employee is allocated a house of a classification higher than that appropriate to his basic eligibility other than at his own wish, he will pay rent at the rate appropriate to his highest normal classification. If he is allocated a house of a lower classification to his basic eligibility, he will pay the rent appropriate to that house.

Rent where house is retained

G.16 An employee who retains a house during a period of absence will continue to pay rent unless arrangements are made for it to be occupied, or to be available for occupation by another employee, who will pay the relevant period.

Rent Free Accommodation

G.17 (a) Caretakers of institutional housing are entitled to rent free accommodation.

(b) Nursing staff occupying institutional accommodation on South Tarawa and persons at the Kiribati Teachers' College on in-service training courses will receive food and accommodation free of charge, but will not be eligible for subsistence allowance.

Rent Reduction

- G.18 (a) The Kiribati Housing Corporation may authorise a reduction in the rent of houses –
- (i) *where it is satisfied that the Condition is seriously sub-standard;*
 - (ii) *when a house other than an F grade is unfurnished or has less than 50% of the normal furniture allocation.*

Takeover and Handover

- G.19 (a) The takeover and handover of houses and furniture on South Tarawa will be supervised by the Housing Services Officer. The Officer will check the inventory and inspect the condition of the house in the presence of the incoming employee and in the presence of the outgoing employee.
- (b) The takeover and handover of houses and furniture at stations other than South Tarawa will be in accordance with arrangements prescribed by the KHC Board from time to time.

Responsibility of Occupant

- G.20 Upon occupying a Government house, an employee becomes the tenant, and is required:-
- (i) *to keep the house and grounds in proper order;*
 - (ii) *to permit entry and inspection of any part of the house and surrounds to authorised personnel from the Housing Corporation, the Ministry of Health and Medical Services, the Public Service Office and the Public Utilities Board;*
 - (iii) *to report the need for repairs of maintenance;*
 - (iv) *to report the need for repairs to or replacement of furniture;*
 - (v) *not to carry out any structural alternations or modifications of any kind to the electrical or other service installations or to the furniture or fittings without the prior consent of KHC. In the event of consent being given, any addition to the structure, or any fixtures will become the property of the Government and no compensation will be paid to the employee on termination of his occupancy;*
 - (v) *to comply with the requirements of any bye-law or other instruction regarding rubbish collection or health measures.*
 - (vi) *To ensure that the house is kept reasonably secure;*
 - (vii) *To ensure that his conduct and that of his family and servants is not such as to create a nuisance to his neighbours;*
 - (viii) *To ensure that animals which he own do not create a nuisance;*
 - (ix) *To pay any service charges including charges for electricity and a telephone;*
 - (x) *To ensure that any electrical appliances are in a safe working condition and properly connected;*
 - (xi) *Not to let or sublet his house.*

Liability to Make Good Loss or Damage

- G.21 An employee is responsible for the care of the house allocated to him and will be required to meet the cost of replacing any loss, or making good any damage other than that arising from fair wear and tear.

Vacation of Houses

- G.22 (a) When an employee proposes to vacate a house he shall advise his Head of Division who will inform the Housing Officer, of the date on which the house is to be vacated and arrange a time for handing over the house.
- (b) It is the responsibility of an employee to inform the Public Utilities Board of his intention to vacate his house, to ensure sufficient time to enable the electricity meter to be read.

MAINTENANCE OF HOUSING ON SOUTH TARAWA

Routine Maintenance

- G.24 (a) Redecoration of houses will be carried out at periodic intervals and applications for the routine redecorations of a house are not necessary, but an employee who believes such redecoration to be overdue may apply to the General Manager for KHC to arrange an inspection.
- (b) If redecoration is required in advance of the due date, and the need does not result from the negligence of the employee occupying the house, the General Manager for KHC may authorise the work. If the General Manager for KHC considers that redecoration is not necessary he may nevertheless allow the employee to carry out the work at his own expense.

Alterations

- G.25 Requests for alterations to houses should be addressed to the General Manager for KHC. Requests for alterations at Government expenses will only be approved in exceptional circumstances and after consultation with the General Manager for KHC and Secretary to the Cabinet. Requests for alterations at the employee's own expense will be approved at the discretion of the General Manager for KHC.

Contingency Maintenance

- G.26 Requests for contingency repairs to houses should be addressed to the Maintenance Officer at Betio, Bairiki or Bikenibeu, as appropriate, in the prescribed form.

Complaints

- G.27 Complaints regarding the maintenance of houses should be addressed to the Maintenance Officer in the first instance. If this achieves no result, an employee may address his complaint to the General Manager for KHC.

MAINTENANCE OF HOUSING OTHER THAN ON SOUTH TARAWA

Maintenance Arrangements

- G.28 Subject to the general and specific directions of the Government of the day, for which the Secretary to the Cabinet would execute, responsibility for arranging the maintenance of housing other than on South Tarawa rests with the SRO of the employee to whom the house is allocated.

FURNITURE

Purchase or hire of Furniture

G.29 Furniture may be purchased from the Kiribati Housing Corporation on such term as may be agreed, or may be hired at the going rate at the time of hire.

Transfer of Furniture

G.30 Furniture may not be removed from or transferred between houses without the consent in writing of the General Manager for KHC, or in the case of houses other than on South Tarawa, the consent of the Island Council Clerk for the government. Where consent is given, the inventory must be amended accordingly.

Loss or Damage

G.31 An employee may be required to make good any loss or damage of furniture in his care.

***APPENDIX G.I* CLASSIFICATION AND RENTS
GOVERNMENT HOUSING**

Rents per fortnight on types of housing is reflected in the Kiribati Housing Corporation approved rent.

***APPENDIX G.II* APPROVED FURNITURE SCALES
GOVERNMENT HOUSING**

Effective date for the purchase and hire of furniture is not applicable at this time since the purchase and hire of furniture policy is inactive.

Effective date for the rental charges of Ferro Cement Rainwater tank or polytank will be contained in a Regulation.

SECTION H

TRANSPORT

TRANSPORT – GENERAL

Class of Accommodation

- H.1 (a) The class of accommodation for which an employee will normally be eligible when travelling at Government or Organisation expense is set out in Appendix I to this Section.
- (b) The SPSO may direct in the public interest that any employee or class of employee may travel in a higher or lower class than that for which he is eligible.

Travel for Interview

- H.2 A candidate for appointment who is required to travel for interview will be given tickets for sea or air travel or alternatively will be refunded the cost of such travel in the class appropriate to the post for which he is being considered.

TRANSPORT ON APPOINTMENT

Entitlement

- H.3 An employee travelling on first appointment is entitled to transport for himself, his wife and children between his home and the place where he is to assume duty, in the class appropriate to his post, up to a maximum of 4 adult fares.

Refunds

- H.4 An employee who voluntarily leaves the service within twelve months of his appointment will be required to refund one twelfth of the transport costs including baggage costs in respect of each month by which his service falls short of twelve months.

TRANSPORT ON TRANSFER

Entitlement

- H.5 (a) An employee travelling on transfer, is entitled to transport for himself/herself, spouse, and up to four children between the employee's former station and the new station concerned, in the class appropriate to his post.
- (b) A single employee with no children to maintain may be allowed a paid passage for himself/herself and one adult fare only when travelling on transfer at Government expense. For a single parent employee with children to maintain, he/she may be allowed to take all of his/her dependents (i.e. under 18 years old, not employed and not married) at Government expenses.

TRANSPORT ON DUTY

Within Kiribati

H.6 An employee travelling within Kiribati on duty will be granted transport by sea or air in the class appropriate to his post.

Employee Accompanied by spouse

- H.7 (a) An employee travelling on duty within Kiribati by sea who wishes his wife to accompany him may, if accommodation is not wholly required for one fare-paying passenger, be granted a passage for his wife in the class to which he is entitled, on payment of 30% of her passage costs.
- (b) An employee travelling on duty within Kiribati by air who will be absent from his station for a period of seven days or more and who wishes his wife to accompany him may, if accommodation is not wholly required for other fare-paying passengers, be granted a passage for his wife on payment of 30% of her passage costs.
- (c) The grant of assistance towards the cost of passages for wives in terms of this condition is at the discretion of SROs.
- (d) The provisions of this National Condition apply equally to the husband of a female employee.

Outside Kiribati

H.8 (a) An employee travelling outside Kiribati on duty will be entitled to transport by sea or air in the class as set out in *Appendix H1*.

LEAVE PASSAGE

H.9 Once in every three years an employee may claim a passage to his home island for himself, his wife and children up to four adult fares. For the first two years, a non accountable leave grant is payable only. Leave passage equally applies to female employees.

H.10 Married couples who are both employed by government, Statutory Bodies or Government Owned Companies, may be allowed to spend leave at either of their home islands, but their children will still be entitled to only one paid passage in a leave year.

Deferment of Passage

H.11 An employee who does not accept a leave passage in the year it is due, will receive a leave grant as under condition F.7.

TRANSPORT ON COMPLETION OF SERVICE

Entitlement

H.12 An employee travelling on retirement or on termination of appointment other than on dismissal, and on completion of contract, is entitled to transport for himself, his wife and all of his children from place of duty to his home island in the class appropriate to his post provided the passages are taken up within six months.

On Resignation

H.13 An employee who resigns without giving due notice and within six months of last being granted passages, will not be granted further transport privileges unless the Secretary to the Cabinet directs otherwise.

On Dismissal

H.14 An employee who is dismissed will not be granted transport privileges unless the Secretary to the Cabinet directs otherwise.

TRANSPORT OF FAMILY OF DECEASED EMPLOYEE

Widow and Children of a Deceased Employee

H.15 The widow of an employee who dies in the service may be granted transport for herself and her children in the class to which her husband was entitled, either to her own home island or to that of her former husband provided the passages are taken up within six months of her husband's death.

COMPENSATION

Injury

H.16 An employee who is injured while travelling on first appointment, on transfer or on duty, will be regarded as having received that injury on duty in the actual course of duty and, provided the injury was not incurred through his own default, will be entitled to the appropriate benefits.

Personal Effects

- H.17 (a) An employee travelling either on first appointment, on transfer or on duty, who suffers loss or damage to his personal effects without his own default may, with the consent of the Secretary for Finance, be awarded compensation for the losses or damage, subject to the following conditions:-
- (i) *the carriers cannot be held liable for the damage or loss;*
 - (ii) *there is a witness to the extent of the damage or loss;*
 - (iii) *a full statement of claim is provided.*
- (b) The amount payable by way of compensation for loss or damage to personal effects shall be assessed by the Secretary for Finance and Economic Development in consultation with the Secretary to Cabinet having regard to the items involved, but shall in no case exceed two thirds of the replacement value of the goods lost or damaged, nor shall a sum in excess of \$180 be paid in respect of any one item.

APPENDIX H.1 CLASS OF ACCOMMODATION WHEN TRAVELLING

By Air

The Secretary to Cabinet, the Attorney-General and the Chief Justice will be entitled to first class air passages when available. Secretaries to Ministries will be entitled to 'business class'.

All other employees will be entitled to 'economy class'.

An employee travelling by sea on non-Kiribati vessels may travel by any class of accommodation provided that the liability to the Government or Organisation shall be no more than the cost of the appropriate air passage.

By Sea: On Kiribati Vessels

Salary Scale	Entitlement
Basic salary of post on a scale carrying maximum of level 10 and above.	First Class
Basic salary of post on a scale carrying a maximum of level 14 and above but not above level 11	Second Class
Basic salary of post on a scale carrying a maximum of level 15 or below	Deck Class

Notwithstanding the above entitlements, the following officers, may at the discretion of their Secretary, or Head of Divisions, travel in the class as stated below:

First Class	Police Inspectors
Second Class	Policewomen Constables and Wardresses
	Women Community Workers
	All employees who are required to accompany a Senior Officer on round trip tour of the islands where accommodation is provided throughout the journey on board the ship.

SECTION I

MEDICAL

MEDICAL TREATMENT WITHIN KIRIBATI

Entitlement

- I.1 Except as otherwise provided in these orders, all employees, their wives and children are entitled to free medical and dental treatment by Government medical staff. Essential medicines and surgical materials provided by the Medical and Health Services will be supplied free or charge on prescription by Government medical staff.

Payment for Spectacles and Dentures

- I.2 When a Government medical officer considers it essential for an employee to have spectacles, dentures or any surgical appliance, these will be supplied at the expense of the employee, provided that if the cost exceeds one quarter of one month's salary, his contribution will be limited to that proportion of his salary.

Contribution for Maintenance

- I.3 An employee or a member of his family who is accommodated in the fee-paying ward (private room ward) of the Central Hospital, will be required to pay charges at the amount approved by Government, which are available and enforced by the Ministry of Health and Medical Services.

MEDICAL TREATMENT OUTSIDE KIRIBATI

- I.4 (a) An employee travelling on duty outside Kiribati to a country where free medical treatment is unlikely to be available through the Health Service of the country concerned, should arrange to take out health insurance for the expected period of his absence. The cost of Health Insurance will be met from Government or Organisation funds. Spouse of Minister can claim for overseas medical treatment.
- (b) The entire period of absence from duty for medical examination or treatment outside Kiribati, including any period necessary for travel, will be treated as sick leave in accordance with the provisions of National Conditions.

MEDICAL: GENERAL

Refusal to Undergo Treatment

- I.5 An employee who refuses to undergo treatment provided by Government or to enter hospital when a Government medical officer has so recommended will not be eligible for sick leave.

Medical Boards

- I.6 The SPSO may at any time, and will if an employee so requests, ask the Secretary for Health and Medical Services to appoint a Medical Board to examine the employee and report on whether he is medically fit to perform the duties of his post or of a post to which it is proposed to transfer him.

Constitution of Board

- I.7 (a) A Medical Board shall be appointed by the Secretary for Health Medical Services and will consist of a Chairman and either one or two members, all of whom will be registered medical practitioners. The terms of reference of the Board will be laid down by the Secretary.
- (b) When an employee is not in Kiribati, the Secretary for Health and Medical Services will make such arrangement, as he considers appropriate for examination of the employee concerned.

Report of Board

- I.8 The report of the Board shall be forwarded under secret cover to the SPSO. Neither the report nor any part of it will be communicated to the employee concerned.

Retirement and Termination on Medical Grounds

- I.9 (a) An employee who has been admitted to the permanent establishment and who is found by a Medical Board to be unfit for further service may be required to retire on medical grounds.
- (b) The appointment of a contract officer who is found by a Medical Board to be unfit for further service may be terminated in accordance with the provisions of his agreement.
- (c) The appointment of a temporary employee who is found by a Medical Board to be unfit for further service may be terminated by an SRO by giving due notice.

CASUALTIES

Notification of Next of Kin

I.10 On first appointment an employee must notify his SRO and the SPSO, of the name and address of next of kin. Any change in next of kin must also be notified.

Serious Illness

I.11 If an employee is seriously ill, the medical officer in charge of the case shall immediately inform the employee's SRO who will take steps to inform the next of kin where necessary and the SPSO, of the serious illness of the employee and of the action he has taken.

I.12 The SRO of the Employee's Ministry or Organisations and the SPSO, must be informed immediately of the death of an employee.

SECTION J

EXAMINATIONS AND REWARDS

Examination Liability

J.1 An employee may be required to pass an examination as a condition to:-

- (i) *admission to the permanent establishment*
- (ii) *promotion in a cadre*
- (iii) *incremental progress beyond a certain point in the scale*

Examination in National Conditions, Financial Regulations and Stores Regulations

J.2 A pass in an examination in National Conditions, Financial Regulations and Stores Regulations may be taken into considerations in assessing an employee's suitability for promotion.

SECTION K

HUMAN RESOURCE DEVELOPMENT

This section reflects Human resource development policies, guidelines and conditions and is subject to change in accordance with the decisions of the Human Resource Planning Committee.

K.1 General

(1) Human resource development (HRD) activities are intended to upgrade the skills, knowledge and /or qualifications of employees so that the Government can meet its existing and anticipated organisational skill needs. As such, all HRD activities must be consistent with the National Human Resource Development Plan (the National HRD Plan).

(2) An employee participating in an HRD activity is expected to use the skills and knowledge gained to benefit his or her organisation and Kiribati as a whole.

(3) The HRD activities covered by this section are those undertaken by existing permanent, full-time employees. Part-time employees, temporary employees and other employees on contract are not eligible to undertake HRD activities under this section.

(4) This section does not apply to an HRD activity undertaken by a person who is not an employee, even though the activity may be intended to prepare that person for subsequent employment by Government, nor does it apply to an HRD activity undertaken by a former employee who has resigned in order to undertake the activity.

(5)

- a) This section applies to HRD activities of greater than one month's duration.
- b) HRD activities of up to one month in duration are not covered by this section. Sections E, F and H apply to these activities.
- c) Where an HRD activity is one to which this section applies, the provisions of this section take precedence over the other sections of the National Conditions of Service

(6) Where an employee has signed a Bond as a consequence of having received an In-Service Academic Award then, and where any conflict exists between the terms of that Bond and this section, the terms of the Bond shall prevail.

(7)

- a) The HRPC will adopt and maintain a National HRD Policy and Procedures Manual which must not be inconsistent with the National Conditions of Service.
- b) The Manual is to cover such matters as are contemplated by or necessary for giving full effect to this section and for its due administration.
- c) The Secretary for PSO must ensure that copies of the Manual are widely available and kept up-to-date.

K.2 Definitions

In this section, unless the context otherwise requires;

An HRD activity is an approved course of study, attachment or other training programme that aims to upgrade the skills and/or qualifications of an employee to meet the organisational needs of the Government;

The *HRPC* is the Human Resource Planning Committee;

An *In-Service Academic Award* is an award under which an employee pursues a course of study leading to the conferral of a formal, post-secondary qualification from a recognised university or institution;

A *long-term HRD activity* is an HRD activity of more than one year's duration;

The *Manual* is the National HRD Policy and Procedures Manual;

A *recognised institution* is a university or other post-secondary institution which has been recognised by the HRPC as providing a valid qualification relevant to the National HRD Plan;

A *short-term HRD activity* is an HRD activity with duration of more than one month but less than one year;

A *year*, in relation to an In-Service Academic Award, is an academic year, normally consisting of two semesters or three trimesters;

K.3 Approval, advertisement of HRD opportunities and selection

(1) Approval must be obtained from the relevant authority (as provided for in the Manual) prior to an employee participating in any HRD activity.

(2) The availability of HRD opportunities must be advertised in the manner provided for in the Manual.

(3) Selection of employees for participation in HRD activities must be based on merit, assessed in accordance with pre-determined criteria.

K.4 Salary matters

(1) An employee participating in an HRD activity will continue to receive his or her normal salary.

(2)

- a) An employee participating in a long-term HRD activity will not receive a salary increment for the duration of the activity.
- b) Upon successful completion of the activity the employee will advance to the salary point the employee would have reached had he or she been awarded a salary increment on the occurrence of each incremental date during the period of his or her absence. Payment of salary at that salary point will commence from the date of the employee's return to duty.
- c) Where the activity is not completed successfully, on the employee's return to duty he or she will continue to be paid salary at the same salary point as at the time of his or her departure.
- d) The incremental date of an employee who returns to duty following participation in a long-term HRD activity (regardless of whether or not the activity has been successfully completed) will be adjusted as if the employee had been appointed to his or her post on the date of his or her return to duty.

(3)

- a) An employee who successfully completes an HRD activity of greater than three months' duration, which includes assessment, may be eligible for a one-off award of a single salary increment in recognition of the employee's achievement.
- b) The decision whether or not to award the salary increment will be made by the Secretary for the PSO, following consultation with the employee's SRO, in accordance with any guidelines adopted for this purpose by the HRPC and published in the Manual.
- c) The additional salary increment will take effect from the employee's next incremental date.
- d) Nothing in this sub-clause permits an employee to be awarded a salary greater than the maximum salary for the employee's position.

(4) The provisions of section E as they pertain to advances of salary shall continue to apply to employees participating in HRD activities.

K.5 Other employment whilst participating in HRD activities

An employee participating in an HRD activity is considered to be on duty for the duration of the activity and therefore should not engage in any other paid employment, unless such employment is a component of the activity (such as in the case of post-graduate students, who may be required to provide tutorial assistance to undergraduate students).

K.6 Travel

(1) Travel arrangements associated with HRD activities will be made by the approving authority. Tickets may not be changed by the employee without the prior written approval of the approving authority. The employee may not redeem the tickets for cash.

(2) For international travel, employees will be provided with economy class air travel, by the most direct and economical route, together with subsistence allowance (calculated in accordance with clause E.37) in respect of any necessary overnight stops en route.

(3) For domestic travel, whether within the country in which the activity is being undertaken or within Kiribati, travel will be by the most direct and economical means, having regarded both to the cost of the travel and the time required for the travel.

(4)

- a) An employee participating in an HRD activity outside Kiribati of more than two year's duration will be provided with one return economy class air ticket by the most direct and economical route to Kiribati at the end of each academic year, as long as the period remaining before completion of the activity is at least nine months.
- b) An employee returning home under paragraph (a) is not required to report for duty during a home visit.

(5) Any unused tickets must be returned to the approving authority within 10 days of the employee's return to Kiribati.

K.7 Leave

(1)

- a) An employee participating in a long-term HRD activity will not accrue leave for the duration of the activity. The employee will not be entitled to claim either a leave grant or leave passage for the duration of the activity.
- b) Upon completion or termination of a long-term HRD activity, an employee is required to return to duty –
 - (i) Where the activity was undertaken outside Kiribati – within one week of his or her return to Kiribati; or
 - (ii) Where the activity was undertaken in Kiribati - within one week of completion or termination of the activity.
- c) Upon successful completion of a long-term HRD activity within the period initially allowed for completion, the employee will be awarded 21 working day's leave, to be taken immediately, from the date on which the employee would have returned to duty under paragraph (b).

(2) The provisions of section F continue to apply to employees participating in short term HRD activities.

K.8 Dependents

(1)

- a) Where an HRD activity is funded by the Government of Kiribati, no funding is provided for the employee's spouse or any dependants. Where an employee wishes to be accompanied by his or her family, the employee will be fully responsible for all costs incurred as a result.
- b) Where an HRD activity is funded by a donor or sponsor, the rules of the donor or sponsor as they relate to accompanying dependants will apply.

(2)

- a) An employee participating in an HRD activity of more than two years' duration is entitled to transport for his or her spouse and dependent children from the employee's place of duty to his or her home island in the class appropriate to the employee's post, up to the equivalent value of three adult fares to that island, provided the passages are taken up within three months of the commencement of the activity.
- b) Upon successful completion of the activity an employee who availed himself or herself of the entitlement referred to in paragraph (a) will be entitled to transport for his or her spouse and dependent children from the employee's home island to his or her place of duty in the class appropriate to the employee's post, up to the equivalent value of three adult fares from that island.
- c) The spouse and dependent children of an employee who avails himself or herself of the entitlement referred to in paragraphs (a) and (b) are entitled to the baggage allowance referred to in clause E.46.
- d) The cost of the passage and baggage entitlements referred to above will be met by the employee's Ministry or employer.
- e) An employee who avails himself or herself of the entitlement referred to in paragraph (a), and who has been allocated Housing Corporation house, must vacate the house.

K.9 Financial assistance

(1) An employee participating in an HRD activity (other than an activity which is covered by sub-clause (4)) will have all tuition and compulsory fees paid. Any fines imposed upon an employee by an institution will be the responsibility of the employee.

(2) An employee participating in an HRD activity funded by the Government of Kiribati will be paid such allowances at the rates and at the times provided for in the Manual. The allowances will be sufficient to ensure that the employee is not left out of pocket as a result of participation in the activity. At the same time, it is not intended that the employee should gain a windfall.

(3) Where an HRD activity is funded by a donor or sponsor, the employee will be paid such allowances as are provided for under the terms of the award.

(4)

- a) Employees wishing to undertake **study at their own expense** (whether in Kiribati or by correspondence), either to meet eligibility criteria or to improve their skills and/or knowledge, may be eligible to have their fees reimbursed, on meeting the following criteria –
 - (i) The employee must, prior to commencing the course of study, have the written approval of the Secretary for the PSO, given after consultation with the employee's SRO;
 - (ii) The employee must undertake the study in their own time, whilst maintaining their performance at work;
 - (iii) The employee will only be reimbursed for course fees paid with respect to subjects successfully completed. There will be no reimbursement for any other expenses incurred.

- b) Reimbursement will be made in accordance with Government's priorities at the time, taking into account available funding and any available contributions from donors. Even if an employee can satisfy all of the above criteria, **there is no guarantee of reimbursement.**

K.10 Conduct and performance

(1) The opportunity to participate in an HRD activity is a privilege - not a right - and the employee's personal conduct must be of the highest standard at all times.

(2) An employee participating in an HRD activity must not act in a manner that may embarrass Kiribati, the country in which the activity is being undertaken, the donor or sponsor (if any), the employee's family or the employee himself or herself.

(3) An employee participating in an HRD activity overseas must obey the laws of the country in which the activity is being undertaken.

(4) An employee participating in an HRD activity must comply with any terms and conditions that pertain to the activity.

(5) Failure to comply with the requirements of this section will be considered misconduct and will be dealt with under the provisions of section D.

K.11 Return of service

(1) An employee participating in a long-term HRD activity will be bonded and the employee must sign a Bond prior to departure. The required period of bonded service will be detailed in the Bond.

(2) All HRD activities carry an expectation of return of service, commensurate with the duration of the activity. Upon completion of an activity an employee is required to report in writing on the outcomes and achievements of the activity, in the manner provided for in the Manual.

K.12 Termination of an HRD activity

An employee's participation in an HRD Activity may be terminated by the approving authority for that activity, under the following circumstances –

- a) Failure to comply with the specific terms and conditions that pertain to the activity;
- b) Suspension or expulsion from the institution on academic or conduct grounds, or cancellation of the program by the institution;
- c) Conviction for an offence resulting in imprisonment or deportation;
- d) Advice that the employee does not intend to return to employment in the Kiribati public sector;
- e) Prolonged illness resulting in the deferral of the program for more than one semester;
- f) Withdrawal of funds by the donor.

K.13 Private Awards

(1) Employees are encouraged to identify opportunities for HRD activities through their own efforts. Where an opportunity arises, an employee may apply for leave without pay to undertake the activity. Such leave will ordinarily be granted unless it interferes with the operational effectiveness of the employing Ministry or organisation.

(2)

- a) Where leave without pay has been approved under sub-clause (1) for an employee to undertake a course of study at a recognised institution, it may be possible for the activity to be deemed an In-Service Academic Award, if the following criteria are satisfied –
 - (i) The course of study is consistent with a priority on the National Academic Priorities for the year in which the course of study commenced or the year in which application is made; and
 - (ii) Conversion to an In-Service Academic Award is supported by the employee's SRO.
- b) An employee participating in an HRD activity that is deemed to be an In-Service Academic Award under paragraph (a) will be required to sign the Bond and will be bound by its terms.
- c) It is expected that the employee will continue to receive any private sources of funding previously secured by the employee. The only additional payment that will be made is that of the employee's salary, and then only from the date on which it is decided that the activity will be deemed an In-Service Academic Award.

APPENDIX K.1 BOND

Terms and Conditions of the In--Service Academic Award

The Awardee named below is the recipient of an In-Service Academic Award administered by the Public Service Office (PSO) on behalf of the Government of Kiribati (GoK). The objective of the Award is to contribute to the development of skills and intellectual resources specific to the development needs of Kiribati. This document, which sets out the terms and conditions of the Award, is called the Bond. By signing each page, the Awardee acknowledges having read the Bond and agrees to be bound by it.

The Bond must be read together with Section K of the National Conditions of Service (NCS), which can change from time to time. However, in the event of any conflict between the Bond and the NCS, the provisions of the Bond shall prevail.

1. SUMMARY

- i. Name of Awardee:
- ii. Job title:
- iii. Employing agency:
- iv. Duration of Award years, months from:
- v. Target qualification:
- vi. Major subjects:
- vii. Institution of study:
- viii. Sponsor:
- ix. Estimated value of Award: \$ _____
- x. Required period of bonded service: The period of this Award multiplied by 1.5

**Photo of
Awardee**

Signature of Awardee

2. AWARDEE'S UNDERTAKINGS

2.1 Academic Program

In accepting this Award I agree as follows—

i. *My Application* - I confirm that the information I provided in my application for this Award is true and correct in all particulars. If I become aware of any material inaccuracy or omission, or of any matter which might prevent me from completing my academic program within the time allowed under this Award, I will inform the Secretary for the PSO immediately.

ii. *Commencement* - I must commence my course of study by the date set out in Article 1(iv). Failure to commence my studies by that date will result in termination of the Award, unless a deferral has been approved as follows—

- a) A request for deferral must be submitted in writing to the Secretary for the PSO, and must set out in detail the reasons for seeking the deferral. Any documents in support of the request (such as a medical report) must be submitted together with the request.
- b) A request for deferral will be considered in consultation with my employing agency and my sponsor, and will only be granted in exceptional circumstances.
- c) The Secretary for the PSO will advise in writing the outcome of the request.

iii. *Course of Study* - I agree that the academic program (the field and level of study, including any preparatory or bridging program) and the educational institution at which the program will be undertaken are appropriate. I understand that I must not alter the academic program or change educational institutions unless a transfer has been approved under the provisions of paragraph (iv) below.

iv. *Transfer* - If I wish to transfer to a different program within my institution or to a program at a different institution, I understand that I must first obtain the written approval of the Secretary for the PSO, my employing agency and my sponsor. Approval will not be given if, as a result of the proposed transfer, I will not be able to complete the academic program within the time allowed for completion of the program originally approved. If a transfer is approved, I understand that –

- a) I will be responsible for arranging the transfer and meeting all associated costs, including any fees charged by either my new or former institution and any moving costs; and
- b) Where the new program can be completed in less time than the time allowed for completion of the program originally approved, the duration of this Award will be reduced accordingly.

v. *Completion* - I understand that my academic program will be completed –

- a) if my course of study is by coursework - on the date on which I sit my final examination; or
- b) if my course of study is by research - on the date on which I submit my thesis or dissertation.

vi. *Early completion* - I understand that, should I complete my academic program in less time than the time originally allowed for completion of the program, the duration of this Award will be reduced accordingly.

vii. *Extension* - I understand that the duration of this Award cannot be extended, except as provided for in this paragraph. This Award cannot be extended to cover further study upon completion of the approved academic program. The following provisions apply to a request for an extension of the time allowed for completion of an approved academic program –

- a) A request for an extension must be submitted in writing to the Secretary for the PSO, and must set out in detail the reasons for seeking the proposed extension. Any documents in support of the request (such as academic record, any references or medical reports) must be submitted together with the request. I understand that any request for an extension must be submitted early enough to give sufficient time for proper consideration of my request (at least three months prior to the original date for completion of my academic program), and that I should not assume that my request will be granted.
- b) All applications for extension will be considered in accordance with the guidelines set out in the National Human Resource Development Policy and Procedures Manual. A request for an extension will be considered in consultation with my educational institution, my employing agency and my sponsor, and will only be granted in exceptional circumstances. All parties must be satisfied that the Awardee will be able to successfully complete the academic program within the additional time allowed.
- c) If granted, the time allowed for completion of the academic program will be extended for, at most, one semester (where the course of study is by coursework) or five months (where the course of study is by research). It may be possible, in the most exceptional of circumstances, for an extension of one academic year to be granted.
- d) The Secretary for the PSO will advise in writing the outcome of the request.

viii. *Additional studies* - This Award only covers studies towards the grant of a single qualification, unless any additional study or training forms part of this Award, for example –

- a) qualifying studies, such as a graduate diploma leading to a master's degree; or
- b) internships or other practical/professional training necessary to be registered to practise in Kiribati, but only where –
 - no similar practical or professional training is available in Kiribati; and
 - the authority responsible for professional registration in Kiribati certifies that both the degree and the internship/training is necessary in order to obtain professional registration in Kiribati; or
 - membership of the relevant association in Kiribati is dependent upon completion of the internship/training.

If there is any doubt as to whether the additional studies or training form part of this Award then clarification must be sought from the Secretary for the PSO before commencing the additional study or training.

ix. *Evaluation* - I understand that I may on occasion be asked to assist with the evaluation of this Award, my academic program and my educational institution. I will co-operate with any such request for assistance.

2.2 Academic progress

I understand that continuation of this Award is dependent upon satisfactory progress being made towards completion of my academic program. In particular, I agree to –

- i. undertake my academic program on a full-time basis;
- ii. comply with the regulations of my educational institution and meet all of its academic requirements;
- iii. undertake any preparatory English language or other bridging/qualifying programs, as required by my educational institution;
- iv. maintain satisfactory academic progress in my studies, in accordance with the following criteria—
 - a. where my academic program is assessed on a semester-by-semester basis, satisfactory academic progress requires –
 - for the first year of this Award, obtaining a grade of ‘Pass’ or above in at least 75% of all subjects in a full load for my academic program;
 - in subsequent years of this Award, obtaining a grade of ‘Pass’ or above in at least 75% of all subjects in which I am enrolled; and
 - meeting my educational institution’s criteria for continuing to subsequent years of my academic program, such as maintaining a minimum grade point average, or obtaining a grade of ‘Pass’ or above in all subject that are pre-requisites for subjects in subsequent years.
 - b. where my academic program is assessed on a full-year basis, satisfactory academic progress requires –
 - meeting my educational institution’s criteria for continuing to subsequent years of my academic program, such as maintaining a minimum grade point average, or obtaining a grade of ‘Pass’ or above in all subjects that are pre-requisites for subjects in subsequent years.
- v. comply with any additional conditions that have been attached to this Award, and of which I have been advised in writing by the Secretary for the PSO, including any conditions imposed as a result of having been placed on probation;
- vi. enrol in any subjects taught at Summer School, where participation in any such subjects is necessary in order for me to complete my academic program within the time allowed by this Award for completion; and
- vii. inform the Secretary for the PSO of the results for all subjects in which I have been enrolled, as soon as practicable after having been informed by my educational institution.

2.3 Personal conduct

I understand that receipt of this Award is a privilege - not a right - and that my personal conduct must be of the highest standard at all times. In particular, I agree –

- (i) that I will not act in a manner that may embarrass Kiribati, my country of study, my sponsor, my educational institution, my family or myself throughout the period of this Award;
- (ii) to obey the laws of my country of study;
- (iii) that the GoK is not responsible for any consequences of my actions throughout the period of this Award;
- (iv) to provide (and keep up-to-date) details of my residential and postal addresses in my country of study to the Secretary for the PSO, my educational institution and any consular representative of the GoK in my country of study;
- (v) to inform at the earliest possible opportunity the Secretary for the PSO, my educational institution and my sponsor (as appropriate) of any issues or problems that may adversely affect my ability to continue with my academic program or comply with my obligations under this Award.

2.4 Visas/Permits

I understand that my right to reside in my country of study is dependent upon my compliance with the conditions of any visa or permit granted to me by that country. I also understand that, under Article 2.5, I am obliged to return to Kiribati at the completion of my academic program. I therefore agree to –

- i. comply with the conditions of any such visa or permit;
- ii. keep my visa or permit current for the duration of this Award, and ensure that my passport remains valid for at least six months beyond the date on which this Award is expected to come to an end;
- iii. not apply, nor will my spouse or any of my dependent children apply, for permanent residence of my country of study or any other country at any time during the period of this Award;
- iv. not engage in employment beyond the restrictions applying to my visa or permit; and
- v. be responsible for ensuring that, if I am accompanied to my country of study by any dependants, all of those dependants obtain valid visas or permits and that their passports remain valid for at least six months beyond the date on which this Award is expected to come to an end.

2.5 Completion of Academic Program

I understand that this Award has been conferred so that the knowledge I gain through my academic program may contribute positively to the social and economic development of Kiribati. I therefore agree that, on completion of my academic program –

- i. I will return to Kiribati within 7 days; and
- ii. I will remain in the employ of the GoK for at least the required period of bonded service (see Article 1(x)).

In the event of my voluntarily leaving the employ of the GoK before the expiration of the required period of bonded service, I agree to refund to the GoK the value of this Award, proportionate to the unexpired portion of the required period of bonded service. Should I fail to pay this sum to the GoK upon demand then the amount may be sued for as a debt due to the Republic of Kiribati.

2.6 Dependents

I understand that, if my sponsor is the GoK, then funding is not available for my spouse or any of my dependants to accompany me to my country of study. I therefore agree that, should I decide to have my family accompany me to my country of study, I will be fully responsible for all costs incurred as a result of this decision, including, but not limited to, their daily livelihood, medical care, insurance and repatriation.

Where my sponsor is not the GoK, I agree to comply with my sponsor's rules as they relate to dependants.

2.7 Sharing information

In order to enable the PSO to effectively and efficiently administer this Award, I authorise the PSO to collect, use and disclose personal information about me (and where applicable, my dependants), including –

- i. the exchange of information (including the provision or collection of academic results and other information) between the PSO, my sponsor, my educational institution and qualifications authorities, for the purposes of placement and for monitoring my Award;
- ii. the disclosure of details of my Award (e.g. my name, field and level of study, educational institution, academic results and other relevant information) to other agencies for the purposes of the ongoing administration, management and monitoring of my academic program and this Award;
- iii. the disclosure of my academic results or other personal information to my sponsor or to such organisations approved by my sponsor for the purpose of statistical analysis or research in evaluating this Award;
- iv. the exchange of information between my sponsor and immigration authorities, including information to enable my sponsor to calculate benefits or repayment of any debt payable, or to monitor continuing eligibility for assistance;
- v. information regarding medical examinations and police/character checks required by the government of my country of study for the purpose of assessing my eligibility for a visa or permit;
- vi. the exchange of information between my sponsor or the educational institution or any health or insurance provider for international students and, in respect of dependants, to education authorities and schools where appropriate; and
- vii. any personal or academic information, as may be deemed relevant, to or from other agencies as required in relation to my academic program or this Award.

3. FINANCIAL ASSISTANCE

Where my sponsor is not the GoK, this Article does not apply. Where my sponsor is the GoK, I understand that I will be provided with financial assistance in accordance with the provisions of the National Human Resource Development Policy and Procedures Manual.

In any period during which this Award is suspended, no financial assistance will be provided. I understand that my sponsor will not provide insurance against injury sustained or loss of possessions during the period of this Award, or during travel to and from my country of study. I understand that it is advisable that I obtain insurance cover for this purpose prior to leaving Kiribati.

4. ROLE OF THE EDUCATIONAL INSTITUTION

I understand that my educational institution will –

- i. provide the necessary instruction, services and facilities to assist me to complete my academic program within the time allowed by this Award for its completion;
- ii. monitor my academic progress and provide information concerning my progress to my sponsor and the GoK;
- iii. provide appropriate academic support and pastoral care, and a positive social environment, for the duration of my studies; and
- iv. provide, where necessary and with the prior approval of my sponsor, a reasonable amount of tutorial assistance to better equip me to meet the academic progress requirements of this Award.

5. PROBATION

Even if I am able to meet the academic progress requirements of this Award, I understand that, if I fail one or more subjects for two semesters in succession, I may be placed on probation by the Human Resource Planning Committee. If I am placed on probation additional conditions will be imposed upon this Award, aimed at ensuring that I will still be able to complete my academic program within the time allowed by this Award for completion. I will be informed of these additional conditions in writing by the Secretary for the PSO. Failure to meet these additional conditions may result in termination of this Award.

6. SUSPENSION

- i. Failure to comply with any of the conditions or requirements of this Award will ordinarily result in termination of the Award under the provisions of Article 7. However, where the Human Resource Planning Committee considers that –
 - a. extenuating circumstances exist;
 - b. I will still be able to complete my academic program within the time allowed by this Award for completion (not including any period of suspension); and
 - c. completion of my academic program is in the best interests of the GoK, the Committee may suspend this Award, for a maximum period of one academic year.
- ii. No decision can be taken to suspend this Award unless I have first been –
 - a. informed in writing by the Secretary for the PSO of the reasons why suspension of the Award is being contemplated; and
 - b. given an opportunity to respond in writing to the matters raised in the document referred to in paragraph (a). Any response must be delivered within 10 days of receiving the document referred to in paragraph (a).

7. TERMINATION

- a) Failure to comply with any of the conditions or requirements of this Award will ordinarily result in termination of the Award by the Human Resource Planning Committee.
- b) No decision can be taken to terminate this Award unless I have first been –
 - a. informed in writing by the Secretary for the PSO of the reasons why termination of the Award is being contemplated; and
 - b. given an opportunity to respond in writing to the matters raised in the document referred to in paragraph (a). Any response must be delivered within 10 days of receiving the document referred to in paragraph (a). My response may be accompanied by any supporting documents I consider relevant.
- c) The decision of the Human Resource Planning Committee will be final, and is not subject to any appeal or review.
- d) In the event of termination of this Award, I agree –
 - a. to return to Kiribati within 7 days of being informed of the termination of this Award. My sponsor will provide an economy class air ticket by the most direct and economical air travel route between an airport in my country of study close to my educational institution and Kiribati. However, should I fail to return to Kiribati within 14 days, I will forfeit this entitlement and I will be responsible for paying the cost of my return;
 - b. where this Award has been terminated because of my failure to maintain satisfactory academic progress, or because I have otherwise failed to comply with the requirements of Article 2.2, I will refund to the GoK 30% of the value of this Award, or 30% of the amount so far expended by the GoK under this Award, whichever is the lesser. Should I fail to pay this sum to the GoK upon demand then the amount may be sued for as a debt due to the Republic of Kiribati;
 - c. where this award has been terminated because of my failure to comply with the requirements of Article 2.4, I will refund to the GoK 65% of the value of this Award, or 65% of the amount so far expended by the GoK under this Award, whichever is the lesser. Should I fail to pay this sum to the GoK upon demand then the amount may be sued for as a debt due to the Republic of Kiribati;
 - d. where this award has been terminated because of my failure to comply with any of the other requirements of this Award, I will refund to the GoK the full amount expended by the GoK under this Award. Should I fail to pay this sum to the GoK upon demand then the amount may be sued for as a debt due to the Republic of Kiribati.

8. AMENDMENT

The provisions of this Bond may be amended from time to time by mutual agreement in writing.

9. ROLE OF THE HUMAN RESOURCE PLANNING COMMITTEE AND THE PSO

I understand that the Human Resource Planning Committee is the decision-making body for all matters relevant to this Award, and that the PSO and its Secretary function as the Committee's secretariat. All communication with the Committee will be transmitted in writing through the Secretary for the PSO.

10. ACCEPTANCE

In signing this Bond, I acknowledge having read and understood all of its provisions, and I accept them without reservation.

Signed at _____ this day of , 20 .

Signature of Awardee Signature of GoK representative

Name and title of GoK representative

SECTION L

MISCELLANEOUS

REPRESENTATIONS AND PETITIONS

Channels of Communication

- L.1 An employee who considers he has cause for complaint or who wishes to raise an issue concerning his work shall first address his Head of Division. If he does not achieve satisfaction he may then address the SRO through his Head of Division.

Representations to the Secretary to the Cabinet

- L.2 On matters relating to his conditions of service an employee may address the Secretary to the Cabinet through his Head of Division, and his SRO

Representations to the Beretitenti

- L.3 An employee has the right to address the Beretitenti if he thinks proper in which case he should send his communications to the Secretary to the Cabinet through his Head of Division and his SRO.

Wording of Representations

- L.4 Representations of a frivolous nature, or written in offensive language will be returned to the writer.

INTERVIEWS

Interviews with Officers' Head of Division or SRO

- L.5 An employee may at any time request an interview with his Head of Division or his SRO.

Interview with the Secretary to the Cabinet or the Beretitenti.

- L.6 An employee may request an interview with the Secretary to the Cabinet or the Beretitenti. Requests for interview with the Beretitenti must be addressed to the Secretary to the Cabinet and must contain full details of the matter to be raised. If the employee's request is approved, the Secretary to the Cabinet will advise the employee of the time and place for the interview.

STAFF ASSOCIATIONS

Membership

- L.7 All employees are free to join a recognised staff association or Union.

Office Holders

L.8

- (a) Except as provided in (b) of this Condition, any employee, may hold office in a recognised staff association or Union.
- (b) Employees in the Public Service Office and officers occupying posts where they are likely to represent Government in negotiations with staff associations should not hold office in such associations.

No administrative officer or employee drawing a salary in Level 9 or above may hold office in an Association or Union without the approval of the Secretary to the Cabinet.

Consultation

- L.9 The Government will consult Staff Associations and Unions on proposals affecting conditions of service whenever practicable.

Activities of Associations and Unions

- L.10 Except for negotiations between Government and Associations, or Unions, activities will not be carried out during normal working hours.

ANNUAL CONFIDENTIAL REPORTS

Submission of Reports

L.11

- (a) Annual Confidential Reports on all Government employees will be prepared and submitted to the SPSO at the times shown below.

Annual Confidential Reports on Statutory Body employees will be submitted by Managers to their Boards.

- (i) Reports on confirmed employees: as soon as possible after the 31st December each year and not later than 28th February.
 - (ii) Reports on employees serving on contracts: as soon as possible after the anniversary of their date of appointment.
- (b) Annual Confidential Reports should be prepared in duplicate in the prescribed form. The personal particulars section should be completed by the employee and the remainder of the form by the employee's Head of Division or Responsible Senior Officer, as appropriate.
- (c) Annual Confidential Reports on Administrative Officers and Secretaries should be sent to the Secretary to the Cabinet.
- (d) Annual Confidential Reports on Managers should be sent to their Boards.

Unsatisfactory Reports

- L.12 When an annual confidential report indicates any weakness the report should be discussed with the employee and a note made on the report form that this has been done, or exceptionally, of the reason why it has not been done.

APPENDIX LI SPECIAL/ANNUAL CONFIDENTIAL REPORT

SECTION "A"

Name:
 Age Last Birthday:
 Present Post:
 Division/Ministry:
 Date post taken up:
 Present Salary:
 Salary Scale:
 Any Training or qualifications taken during the past twelve months:

REPORT ON PERFORMANCE OF DUTIES

SECTION "B"

	A	B	C	D	
1. Responsibility Seeks and accepts responsibility at all times					Generally avoid responsibility
2. Relations with Colleagues Is regarded highly by all					Surly and off hand
3. Contacts with Public Outstandingly helpful and courteous					Difficult Colleague
4. Judgements Gets at once to the root of a problem					Fails to see beyond difficulties
5. Initiative Makes many constructive suggestions					Fails to respond to a new situation
6. Output Outstanding in the amount Of work he does					Output regularly insufficient.
7. Quality of Work Distinguished for accurate and thorough work					Work inaccurate and slovenly
8. Written English					

Writes grammatical and idiomatic English

Cannot write English

9. Oral English
Speaks English fluently

Cannot speak English

10. Organisation or Work
Exceptionally effective

Completely lacking in organising ability

11. Figure Work
Exceptionally good at all kinds of figure work

No aptitude of figure

12. Management of Staff
Always inspires them to give their best

Handles staff badly

Additional Remarks:

OVERALL GRADING FOR PERFORMANCE

SECTION "C"

- | | | | |
|----|-----------------|-----------------------------------|----------------------|
| 1. | Very Good: | A very able and effective Officer | <input type="text"/> |
| 2. | Good: | A competent Officer | <input type="text"/> |
| 3. | Fair: | Performs duties adequately | <input type="text"/> |
| 4. | Unsatisfactory: | Definitely not up to the duties | <input type="text"/> |

FITNESS FOR PROMOTIONS

- | | |
|------------------------------|----------------------|
| SECTION "D" | <input type="text"/> |
| Exceptionally Well Qualified | <input type="text"/> |
| Well Qualified | <input type="text"/> |
| Qualified | <input type="text"/> |
| Not Yet Qualified | <input type="text"/> |

TRAINING NEEDS

SECTION "E"

Would this Officer benefit from further training and if so what type of training.

GENERAL REMARKS AND CERTIFICATE

SECTION "F"

Date: Signature:

Grade:

Any marks in the D Column should be brought to the attention of the Officer being reported on

COUNTERSIGNING OFFICER'S REMARKS

SECTION "G"

Date: Signature: Grade:

APPENDIX L 2 ANNUAL PERFORMANCE APPRAISAL REPORT

1. Name:	2. Date of Birth
3. PF No.	4. Designation
5. Employing Ministry	6. Appointment Date
7. Salary Scale	8. This Appraisal Date
9. Last Appraisal Date	10. Highest Qualification

Purpose Of This Report

1. to assess and where necessary help improve job performance
2. to help monitor progress in job effectiveness
3. to help staff be accountable for their own job performance
4. to assist SRO with decisions on remuneration / promotion

How To Use This Report

1. Once a year on the anniversary date of appointment, the SRO will complete a performance appraisal report.
2. A blank form may be provided to an employee for his own performance assessment.

Explanation of the Ranking

Each competency area is ranked from 1 to 5. 1 is the highest and 5 is the lowest.

1. Consistently perform to high standards. Contributes positively to the overall development of the organisation.
2. Performance is above the average expected for the position. Contributes to the development of the organisation.
3. Generally good performance and contribution to organisational development. Performance could be developed further.
4. Performance is generally satisfactory, but still be learning or needs to learn new skills to improve performance. Does not contribute as much to the overall development of the organisation.
5. Does not meet the desired indicators for effective performance. Needs considerable assistance to develop further, or may not have the desired attributes to perform effectively.

APPRAISAL WORKSHEET

A. Common Competencies

Competency	Remarks	1	2	3	4	5
Planning/organisation						

<ul style="list-style-type: none"> -ability to develop work plans -are goals and priorities set -did he manage time to be cost efficient 						
<p>Knowledge</p> <ul style="list-style-type: none"> -to what extent that knowledge contribute to the Ministry's output -did he try to keep to date with technical changes 						
<p>Management</p> <ul style="list-style-type: none"> -did he regularly talk to staff. -did he give feedback on work done -did he effectively establish clear goals and motivate employees to achieve these goals -did he lead by example 						
<p>Versatility</p> <ul style="list-style-type: none"> -did he has the ability to take on a variety of different activities -has he coped well with the changes to the legislation and procedures of the office -has he planned initiatives that will improve any current procedures 						
<p>Judgement / Problem Solving</p> <ul style="list-style-type: none"> -did he effectively analyse problems -did he try to solve problems himself -is he prepared to exercise his own judgement -in what situations he contribute to developing solutions 						
<p>Dependability</p> <ul style="list-style-type: none"> -did he complete assigned 						

tasks to the set standard within the agreed time -if an extension is required to complete a task, was this for reason outside of the employee's control						
Effort and Initiative -did he act promptly -did he go further than expected to achieve results -did he use his own initiative or did he rely on others to supply solutions						
Customer Service -is he courteous in his dealings with the public -did he contribute in promoting good image of the Ministry/Organisation						
Communication -did he communicate his ideas and views clearly and effectively -did he relate well to employees at all levels -did he display tolerance and acceptance of other different views						
Attendance -state the level of attendance and how it affects the output						

B. Specific Areas of Needs For Improvement (e.g. competency 1,2,3 etc)

C. Strategic Training Requirements:

Specify the type of training that required to improve the employee's performance.

D. Appraising Officer

Name	Designation	Signature	Date
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E. Endorsement:

Secretary	Signature	Date
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