

## Staff conditions of Service DBK

### DEVELOPMENT BANK OF KIRIBATI

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## **A. INTRODUCTION**

### **Title**

A.1 These conditions shall be known as Conditions of Service for Staff of the Development Bank of Kiribati, and shall come into effect on the date they are approved by the Board of Directors of the Bank.

### **Definitions**

A.2 For the purposes of these Conditions of Service:

“Act” means the Development Bank of Kiribati Act 1986.

“Bank” means the Development Bank of Kiribati established by Section 3 of the Act.

“Board” means the Development Bank of Kiribati board established by Section 9 of the Act.

“Management” means the General Manager of the Bank or a person appointed by the Board to act in the position of General Manager

“Officer” means an Officer in the service and employ of the Bank. It includes any Officer, however designated by job title or description, but does not include a Casual Employee.

(Casual Employee) means an employee engaged by the Bank on a daily wage.

“Conditions” means Condition of Service of the Bank.

“His” means his or her.

### **Delegation of Authority and Interpretations**

A.3 These conditions shall be administered by Management of the Bank for the Board which shall delete, add to or amend the Conditions from time to time in the light of operating experience, new policies and requirements of law.

A.4 Any matters not covered in the Condition or any differences of opinion with Staff on the interpretation of any of the Conditions will be considered by Management as they arise. Final decision rest with the Board except when the Board directs otherwise.

### **Appointments, Removal and Disciplinary Control**

A.5 In accordance with the Act, the Bank will appoint, discipline and terminate the services of any of its Staff after consultation with and advice of the Board.

### **Staff to Familiarise themselves with Conditions of Service**

A.6 It is the duty of all staff to familiarize themselves with the Conditions including amendments and additions. It is the duty of Management to ensure that staff have access to these document. Ignorance of the provisions of the Conditions shall be no excuse for infringement or for no-compliance.

### **Errors in Administration**

A.7 No Officer will be allowed to lose or gain as a result of errors occurring in the day to day administration of these conditions nor may such errors be regarded as a precedent for granting similar treatment to any other officer.

A.8 No claim by an Officer for allowance or any other awards in these Conditions will be entertained unless the claim is made within twelve months of the event which gives rise to the claim.

## **B. APPOINTMENTS, PROMOTION, DISCHARGE**

### **Temporary and Casual Appointments**

B.1 Management may make temporary or casual appointments for periods of up to 2 months without reference to the Board. The need for extension beyond 2 months will require approval by the Board

### **Terms of Appointment**

B.2 Appointments will be made on one or the 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 or part-time services.

B.3 Each person appointed will be issued a letter of appointment which will clearly state the terms and conditions of his appointment and the date on which is appointment becomes effective. Evidence of acceptance in writing must be given by the appointee not later than 10 days after receipt of the letter.

B.4 For appointments with a view to admission to the permanent establishment, an Officer will serve a period on probation of six months or longer (but not more than 12months) before employment to the Bank's service is recommended to the Board for confirmation or otherwise.

### **Procedure for Filling Vacancy**

B.5 When a vacancy exists the Management shall recommend to the Board that it be filled through internal promotion of an Officer of the Bank identified to be the most capable of fulfilling the requirements of the position. Should there be no Officers considered capable, the vacancy should be advertised. Officers of the Bank are entitled to apply for any vacancies advertised.

### **Application for Employment**

B.6 Applicants for employment with the Bank must complete an Application for Employment Form and are to submit this with such originals of references, evidences of educational achievements and other supporting information and data as requested in the form.

B.7 All applications shall be marked "Confidential - Application for Employment", and addressed to the Management. All staff shall treat all applications in confidence.

### **Interview**

B.8 Management shall recommend the criteria for selection and their relative weighting together with the composition of the interview panel to the Chairman of the Board or in the absence of the Chairman, the Deputy Chairman, for approval. The panel shall be comprised of 1 from Management and at least two from other organization outside the Bank and 1 observer from the Board.

### **Acting Appointments**

B.9 Management may recommend to the Board for approval the most capable Officer to act temporarily during the absence of another Officer by taking on responsibilities additional to his own.

### **Termination of Services**

B.10 All termination of appointments by the Bank shall be subject to the approval of the Board except for employees appointed temporarily or on a casual basis which shall be at the Management's discretion.

B.11 In conjunction with B.10 the Bank after consultation with the Board may terminate an Officer's service by giving him two months notice in writing or by paying him one month's salary in lieu (for a temporary or casual employee Management may give him one week notice in writing or pay him one week's salary in lieu) for any one of the following reasons:

- i. An Officer's manner of performing his duties is not compatible with the standards required by the Bank.
- ii. An Officer lacks the knowledge, skills and dedication to carry out his duties in the Bank.
- iii. An employee's health has been certified by Medical Authorities to be unsatisfactory rendering him unfit to remain in the service of the Bank.

B.12 When an Officer is made redundant through introduction of new technology, reorganisation, contraction of bank business or any other reasons the following will apply:

- i. Up to six months - no entitlement
- ii. From 1 year onwards - 2 weeks pay (a week is calculated as 5days) for each years service.

Periods of service of under 6 months duration will not count towards calculating service, but periods of 6 months or over will count as a year. In addition to the above an employee will be offered a free passage for himself and his family to his home island, provided he takes this with one month or the first available ship.

B.13 Management may suspend an Officer without pay or notice and recommend dismissal to the Board in the following circumstances:

- i. Where Management is satisfied that:
  - a) The Officer had divulged confidential information in contravention of his declaration of secrecy and Section 50 of the Act.
  - b) The Officer has for benefit of himself or another person received a fee, reward or gratuity in contravention of Condition C.13
  - c) The Officer has committed fraud against the Bank or against any person (2) having dealing with the Bank.
- ii. Where the Officer has been convicted of a crime or offence punishable either on indictment or on summary conviction in any court of competent jurisdiction and Management considers that the conviction renders him unfit to continue as an Officer in the service of the Bank.

B.14 When Management has suspicions that an Officer is guilty of the foregoing offences, Management may suspend his services immediately for any period deemed necessary to undertake investigations. During such period of suspension the Officer shall receive no pay but, in the event of the suspension being lifted as the result of the Officer being acquitted, then he shall be entitled to receive the pay due him for the period of the suspension. Nothing in this Condition shall be construed as to prevent the Bank from exercising any action or right at law against the Officer suspended and/or summarily dismissed.

B.15 An Officer may resign upon giving notice to the Bank of not less than one month or by paying the Bank one month's salary in lieu of notice.

### **Procedures for Termination**

B.16 The Management shall notify the Officer in writing that the termination of his services has been recommended to the Board. The Officer will be given full explanation of the reasons for the recommendation and also advised that he may make representation to the Board and the Commission within one month of receipt of Management's letter.

### **Retirement**

B.17 All Bank Staff shall cease to continue in service on reaching the age of 50 years. Voluntary retirement may be granted to any employee after reaching the age of 45 years subject to 2 months written notice being given to Management. Conditions for such retirements shall rest with the Bank.

B.18 Any Bank staff who has reached his retirement age (50 years old) and wishes to remain in the service for another 5 years shall write to the Board who is the supreme body which shall give the final decision whether staff may remain in the Bank service or not.

## **C. CONDUCT AND DISCIPLINE**

### **Oath, Affirmation and Declaration of Secrecy**

C.1 On joining the service of the Bank, each Officer is required to take an Oath, Affirmation and Declaration of Secrecy before a Magistrate or Judge.

C.2 Officers must at all times maintain secrecy in relation to the affairs of the Bank and its clients, and must not divulge any information which comes to their knowledge in the performance of their duties, except by authority of Management, or under compulsion or obligation by law, or under the order of a client in respect of his own affairs. An Officer contravening this Condition is liable for summary dismissal from the Bank's service, and under Section 50(2) of the Act commits an offence and is liable on conviction to a fine of \$1,000 or to imprisonment for a term of 2 years.

C.3 All employees are expected to maintain a high standard of conduct and personal behavior be neatly attired and to perform their duties with dedication and in an efficient and professional manner.

### **Medical Report**

C.4 Prior to engagement, and whenever requested by the Staff Officer thereafter, an Officer will undergo an examination by a qualified medical practitioner, available at Ministry of Health, Family Planning and Social Welfare. The medical reports shall be retained by the Bank.

### **Ownership by Staff of Shares in Companies and Other Undertakings**

C.5 An Officer shall, on joining the Bank, disclose particulars of any investment or shareholding which he may possess in any company carrying on business in Kiribati, or in any local occupation or undertaking. If the Management should decide that on the facts disclosed the Officer's private affairs may be brought into real or apparent conflict with his Bank duties, the Officer shall, to such an extent as the Management may direct divest himself of such investments or interests.

C.6 An Officer shall not directly or indirectly acquire investments or interests of a nature mentioned in C.5 without the permission of Management.

C.7 No Officer with a substantial shareholding or interest in any company or undertakings, is to have dealings in connection with any application for finance from that company or undertakings, or with any application for finance from any company or undertakings which is in direct competition with the company or undertaking in which he has interest.

C.8 Any Officer with shareholding or interests in any undertaking shall avoid disclosing information submitted to the Bank by competitors of that undertaking, to prevent any suggestion that information learnt during the course of his Bank duties has or will be used to the detriment of the Bank's clients.

### **Outside Employment**

C.9 Officers must not engage in remunerative employment, either as principal or employee, outside of the Bank's working hours, except with the prior approval of Management. Such permission will not be unduly withheld. If permission is given, it can be subsequently withdrawn if it becomes obvious to Management.

### **Public Duties and Participation in Politics.**

C.10 An officer will be permitted absence from duty to perform service as an assessor or witness in a court of law and, with the prior approval of Management, to attend as a Director, Committee person or Office Holder of a Public or similar body. Management shall determine whether the whole of any part of any emolument received by an Officer from such outside duties be paid to the Bank as recompense for the loss of the Officer's time from duty within the Bank, except an officer performs other duties outside the Bank's official hours.

C.11 No Officer may participate as an Officer bearer or actively canvass support for a political party or candidate, nor nominate a candidate for election to the House of Assembly.

C.12 An Officer who wishes to stand for election to the House of Assembly must notify Management who will explain the following conditions under which he may stand.

- a) No Officer in receipt of a salary in level 12 or above may be an office bearer or actively canvass support for a political Organization.
- b) No Officer may nominate a candidate for election to the Maneaba ni Maungatabu or Campaign or Canvass support for candidates.
- c) An Officer who wishes to stand for election to the Maneaba ni Maungatabu must notify Management who will be responsible for explaining the conditions under which he may stand.

### **Fees, Rewards, Gratuities**

C.13 No Officer shall solicit, demand or accept any fee, reward, remuneration or benefit of any kind, whether for himself or for any other person, for any service performed or promised to be performed in connection with his Bank duties (except for his remuneration payable by the Bank). An Officer contravening this Condition is liable for disciplinary action as contained in B.16 (see Condition B.16).

C.14 No Officer of the Bank shall guarantee any loan from the Bank.

### **Standard of Dress and Uniforms**

C.15 Bank expects all of its officers to be neat and tidy in appearance and dress at all times when they are on duty. The Bank will provide 2 sets of uniforms on first appointment to all staff and should be worn during working hours only. The Bank will provide replacement of one uniform each year. If an Officer leaves the service of the Bank he is required to return to the Bank all uniforms. Loss of any uniform will be paid for by the Officer.

C.16 (a) Except where prevented by the nature of their work, Officers on duty must dress in a tidy manner at all times. It is the responsibility of Control Officers to ensure that Officers who are required to wear uniforms on duty do so and comply fully with any instruction issued in this respect. The

purpose of the uniforms is to assist the Bank in creating an attractive and professional image with the public.

C.16(b) The Bank will provide when required maternity uniforms which must be returned 2 months after end of pregnancy period.

#### **Hours of Work and Dealing with the Public**

C.17 Normal working hours begin at 8.00 a.m. and finish at 4.15 pm., with one hour off for lunch during working days. Lunch may be taken between the hours of 11.30 a.m. to 2.30 p.m. as decided by the Staff Officer, to enable the Bank to keep its doors open to the public from 9.00 am to 3.00 p.m.

C.18 All Officers are expected to be courteous, helpful and attentive in their dealings with the public.

C.19 all Officers are required to clock their time cards (sign the Attendance Book) when:

- i. Reporting for duty each day
- ii. Ceasing duty at the end of each day
- iii. Resuming and ceasing duty when working overtime.

Any Officer who reports for duty after the time appointed for commencement or resumption of duty shall report himself to the Staff Officer who shall record a summary of the Officer's explanation for being late and impose the appropriate disciplinary action.

#### **Attendance on Duty and Absence from the Office**

C.20 All Officers must be present on duty the whole of the 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.21 Any Officer leaving the office on other businesses other than Bank business must obtain the prior permission from Management.

#### **Private Telephone Conversation**

C.22 All outward private calls must be approved by Management and reimbursed by Officer. Inward private calls must be kept to a minimum of 90 seconds.

#### **Official and Private Vehicles**

C.23 No Officer may drive a Bank vehicle except under the following conditions:

- A.i He is in possession of a valid driving license for that type of vehicle
  - ii. He has not been refused a policy providing third party insurance cover, by any insurance company.
  - iii He has the permission from Management to drive the vehicle.
  - iv The Bank vehicle to be used for official business and not for private purposes.
- B.i. Log Books shall be maintained by all drivers of the Bank's vehicle and the recordings should be verified by Management.

C.24 To enable the Bank to operate efficiently Officers may be required to drive a motorcycle or motor vehicle when travelling on Bank business.

C.25 The Bank's motorcycles and vehicles garaged by Officers are not to be used for personal purposes except as authorities by Management. All accidents or traffic infringements, however trivial, must be reported to Management in writing within 24 hours of incident.

- C.26 The Staff Officer will be in charge of all vehicles as assets of the Bank. The Staff Officer will be responsible for ensuring that all Bank vehicles are properly maintained and licensed.

C.27 Where Management approves an Officer using his private vehicle (motorcycle or car) on Bank business, an appropriate allowance will be paid by the Bank. Rate is 20 cents per kilometer for motor bike and 40cents per kilometer for motor vehicle up to a maximum of 1,000 kilometers per year.

### **Disciplinary Control Measures**

C.28(a) Depending on the nature and seriousness of the misconduct by an Officer, the Management shall have the discretion of imposing any one or a combination of the following punishments with the advice of the Board:

- i. Reprimand in writing
- ii. Suspension without pay up to a maximum of 20 working days
- iii. Stoppage of one annual increment and/or benefits
- iv. Demotion without salary deduction
- v. Reduction in a salary and/or job title
- vi. Termination of Service.

C.28(b) In the case of misconduct which would normally warrant summary dismissal of an Officer, the Management may suspend an Officer without pay and then recommends dismissal to the Board.

### **Right of Appeal**

C.29 The Management must advise the Officer of his right of appeal in writing to the Board copied to Management within 10 days of receiving the letter conveying his punishment.

## **D. SALARY, ALLOWANCES, ADVANCES**

### **Salaries**

D.1 The Bank's salary scale shall be the one established by Government. The structure of the Bank shall be established by the Board on the recommendation of Management.

### **Starting Point in Scale**

D.2 Each individual position in the Bank is paid within the range of the salary scale approved for that position. The Board shall award increments to all staff base on the Annual Staff Performance Appraisal report compiled by Management each year.

### **Staff Reports**

D.3 All Officers Annual Performance Appraisal Reports will be prepared by their respective divisions Managers follow with interviews between Divisions Managers and an individual Staff to review each report and to discuss weaknesses of Staff (if any). The final Staff Performance Appraisal Report for each staff shall be submitted to Deputy General Manager who will compile a final assessment report to the Board for approval and implementations..

D.4 The Annual Staff Performance Reports will be used by Management and the Board as a guide in ending or extending probational periods, confirming or denying annual increments, approving promotions, transferring officers to other sections or branches, and other matters connected with the service of Officers within the Bank (eg. Staff training requirements).

D.5 On return of an annual Staff Performance Appraisal Report from Management, the Department Heads will discuss it together with the concerned officer focussing on the Officer's performance and general progress within the service of the Bank. Any areas of deficiency or weaknesses in the Officer's performance will be discussed with the Officer concerned for the purpose of encouraging and assisting the Officer to overcome his weaknesses.

D.6 All Annual Staff Performance Appraisal Reports are confidential documents for the eyes only of the Staff concerned, concerned Department Head, Management and Board.

D.7 The Management will maintain individual confidential personal staff files containing records on each Officer of the Bank. Such reports will include the Application for Employment Form, Annual Staff Performance Appraisal Reports, personal details of the Officer, correspondence to, from and pertaining to the Officer and all other relevant information and data, including an Employee Master Record Sheet showing the progress of the Officer in the service of the Bank. Such files are confidential and are not to be perused by other than the Staff Officer, Management and the Board.

D.8 All Bank Officers are required to notify the Deputy General Manager of any changes in home address telephone, next of kin, marital status and the progress with any outside studies being undertaken so that the personal details on their files may be updated.

#### **Staff Incremental Date**

D.9 All staff salary increments shall be considered each year by the Board based on Annual Staff Performance Appraisal Reports. The Board will review the report to determine who from the staff shall be awarded increments and who will not.

D.10 Staff promotions, long-term study, short-term training etc shall be determined by Management and the Board based on the latest Staff Performance Appraisal Report that has been reviewed and approved by the Board.

D.11 In addition to the annual salary increments and promotions, the Management shall recommend for approval by the Board staff incentives to those excellent performers during period under review. These incentives shall include the following:

- i Double increment for the most outstanding performer
- ii \$150 cash award for the 2<sup>nd</sup> most outstanding performer
- iii A certificate only to the 3<sup>rd</sup> most outstanding performer

D.13 Management and the Board may award a special cash bonus of \$100 plus a certificate to the most outstanding supervisor (Control Officers and Staff Officers).

#### **Additional Responsibility Allowance**

D.14 An Officer who is required to undertake duties in addition to or substantially more onerous than the duties of his substantive office, either because of the absence of another officer or change in his section may be paid an additional responsibility allowance. This allowance may be shared between 2 or more officers and is payable only if the period is not less than 10 consecutive working days.

#### **Allowances**

D.15 An Officer in receipt of an acting allowance with a view to promotion will be entitled to any condition of service which is related to an employee's salary level ie. leave, per diem allowance etc.

**Acting Allowance**

D.16 This allowance is paid to an Officer who has been appointed to act with a view to establish his suitability to be a holder of a higher post that is new or an old one that is vacant, in which case the Officer shall receive 100% of the difference between his present salary and the minimum of the salary range of the higher post.

**Overtime Allowance**

D.17 Overtime is time worked in excess of 36.25 hours per week. To qualify for overtime an Officer must require or obtains clearance from his Department Head of the overtime prior approval by General Manager.

D.18 Department Heads and those graded above L12 are Senior Officers considered to have entered the executive stream within the Bank, and therefore they do not qualify for overtime payments. However, they qualify for time-off by arrangement with the Deputy General Manager but only for overtime work for which prior approval from Management is obtained.

D.19 In calculating overtime hours an Officer works in any one week, time worked in excess of 36.25 hours from Monday to Saturday shall be multiplied by time and a half (1.5j) and time worked on Sunday and any weekday public holiday shall be multiplied by double time (2.0).

D.20 Overtime allowance is paid per hour calculated on the following basis:

$$\text{Hourly Rate} = \text{Annual Salary} / 52 \times 4 / 145$$

**Passage Allowance/Leave Grant**

D.21 All Officers engaged by the Bank are recruited on Tarawa from persons normally resident in Tarawa. The Bank also encourages its staff to take out housing loans to establish homes of their own in Tarawa. The "Passage Grant" to their home islands therefore does not apply. However, in order to assist officers wishing to visit relatives on outer islands, the Bank will allow a non-accountable Leave Grant at the following rates:

- (i) \$500 for Head Office staff and Kiritimati Branch
- (ii) \$100 for all agents

**Subsistence Allowance**

D.24 The rate of subsistence allowance applicable within and outside the country, shall be the one currently in force for the Government Civil Servants. For overseas subsistence, Directors and the General Manager are entitled to Class "B", and the rest of Staff are entitle to "Class C".

**Clothes Allowance**

D.25 Officers and Directors who are required to travel overseas on duty or training visits will be paid a non-accountable cash allowance of \$300 flat. However, such allowances will not be paid or will be reduced if the Officer has received a clothing allowance from any source during the preceding 3 years.

### **Higher Education Allowance**

D.26 The Bank seeks to encourage Officers to improve their knowledge by undertaking home study after working hours in educational courses relevant to their work. The Bank recognizes that the knowledge gained from such study can be an important factor in improving the understanding, self-confidence and effectiveness of its staff and in fitting them for more rapid promotion within the Bank.

D.27 The Bank will provide assistance with staff in-house training and tutoring supplementary to the correspondence courses being conducted in banking by appropriate correspondence institutions. The Bank also selects and assists its Officers to undertake study or training, locally or overseas, in courses, seminars, attachments, etc, as opportunities arise from time to time.

D.28 To encourage Officers to improve their career development by undertaking home study at the USP Centre and other acceptable institutions, the Bank will provide financial assistance to its officers studying banking, accounting, management and other subjects relevant to the work of the Bank with Cash payments as follows:

- i. Grant loans to meet costs of enrollment and books
- ii. For Officers who pass their examination costs of enrolment and books will be reimbursed in full upon production of receipts from USP Centre or other institutions.

### **Provident Fund Membership and Contribution**

D.29 All Officers of the Bank shall be members of the Provident Fund. A percentage of an Officer's basic salary as specified under KPF Act shall be deducted as his contribution to the Fund. Likewise, the Bank shall provide an amount as specified under KPF Act towards an Officer's contribution to the Fund.

### **Staff Loans Officer**

D.30 The General Manager and/or Board may approve loans to any Officer for the following purposes. Each application will be considered on its merits with adequate securities to be taken in all cases.

D.31 Ability to repay all loans will considered in individual cases. However, the Bank will not finance loans where the Officer's total commitment exceeds 50% of his gross salary. Repayments will normally be required to be made through deduction from the Officer's salary.

D.32 For loans for Housing/Essential improvement & renovations, the qualifying requirements terms and conditions are:

- i. Five years' service and a permanent staff member of the Bank.
- ii. Officers of above 25 years of age. For married staff who both work for the Bank, they may be considered jointly ie. as one for this purpose.
- iii. Special consideration may be given to staff members below 25 years. Each case will be considered on its merits.
- iv. The terms and conditions of the loan for this purpose shall be:
  - a) Full guarantee from KPF, BOK, Insurance for loan amount or 10% equity
  - b) The maximum loan amount to individual staff is varied according to following staff category:
  - c) Salary Level 2 – 4      \$7,500 Maximum
  - d) Salary Level 5 – 6      6,500 Maximum
  - e) Salary Level 7 – 15      5,000 Maximum
  - f) Salary Level 16 –19      3,500 Maximum

- g) The interest rate will be eight per cent (8%) per annum
- h) Repayment will not be more than 30% of the net salary of the Officer, and is the basis for establishing the payback period of the loan. However, the maximum payback period should be 5 years or the number of years remaining before retirement whichever is less.
- i) The securities will be the land and house thereon with the house to be insured to the value of the Officer's total loans with the Bank.
- j) A qualified staff is entitled to a loan for purchase of a residential section, construction and/or improvement of his house. An officer may apply for another loans of this kind only after the previous loans has been repaid.
- k) The Officer and his family must reside in the house financed by the Bank. However, under special circumstances as approved by the Management and Board the Officer and his family may not have to reside in the house financed by the Bank.

D.33(a) For Staff Personal Loans, the following terms and conditions shall apply.

- i. Officer must be a permanent staff
- ii. Amount is limited to \$2,000
- iii. Death or an immediate relative ie. spouse, parent, brother, sister or child.
- iv. Celebration of daughter attaining "womanhood".
- v. Wedding or birthday of the staff member or immediate relative as defined herein.
- vi. School fees.
- vii. Any other purposes approved by Management.

D.34 The General Conditions for Staff Loans are:

- i. In the event of the Officer ceasing to be employed by the Bank whether through resignation or dismissal, an arrangement would be made by the Staff officer and the Officer concerned for the loan to be paid by installment and bearing the Bank commercial interest rates applying at that time. This does not hold the Officer from paying the whole of the principal and interest then owing to the Bank.
- ii. All applications from Officers of the Bank should be treated as confidential.
- iii. The Officer is required to disclose all material information regarding commitments, investments, etc., and each application must be appraised by the Bank to establish that all conditions required by the Bank are met and the loan can be serviced without causing hardship to the Officer and his family.

## **E. ANNUAL AND OTHER LEAVE ENTITLEMENTS**

### **Annual Leave**

E.1 An Officer is entitled to take annual leave on full pay after completion of one year of service with the Bank (inclusive of probationary period). Leave entitlements, in working days from Monday to Friday excluding public holidays, are in accordance with the salary level of the Officer as follows:

- |      |        |           |
|------|--------|-----------|
| i.   | L19-15 | 15 w/days |
| ii.  | L14-12 | 20 "      |
| iii. | L11-7  | 25 "      |
| iv.  | L6-1   | 30 "      |

E.2 An Officer must take leave at times of the year approved by Management on the recommendation of the Staff Officer which will be taken within 1 year from the date on which it falls due. However, the Bank will endeavour to meet the wishes of any Officer requesting that leave be taken at a certain time of the year provided it will not have a detrimental effect on the Bank.

E.3 In special circumstances Management in consultation with the Board may allow an Officer to accumulate his leave for up to 2 years after which cash shall be paid in lieu of the outstanding leave days calculated as follows:

$$\begin{array}{rcl}
 \text{Annual Salary} & & \text{( Outstanding } \\
 \text{-----} & \times & \text{( leave days } \\
 365 & & \text{( }
 \end{array}
 +
 \begin{array}{r}
 \text{( O/L } \\
 \text{( ----- x 2 ) } \\
 \text{( 5 }
 \end{array}
 )$$

**Sick Leave**

E.4 In all absences from duty due to illness an Officer must provide a medical certificate from a registered qualified medical practitioner from Min. of Health showing the causes of illness and length of time he will be unfit to work. Failure to produce such medical certificate will result in automatic deduction from salary for the number of working days absent.

E.5 Sick leave on full pay will be allowed for 10 working days per year. The unused portion of an Officer’s sick leave entitlement will be carried forward from year to year and allowed to aggregate to a maximum of 250 days. All sick leave accumulated and/or due will be paid only to an Officer who retires from the Bank at the rate of \$2 per day.

E.6 An Officer who is absent from work because of his own negligence or misconduct will not be granted sick leave and shall not be paid for the period concerned. When an Officer’s absence through illness exceeds 10 working days in one year the Staff officer will discuss the situation with the Officer concerned and his Control Officer.

E.7 For extended illness exceeding 10 days and supported by a medical certificate a further 20 days per annum will be granted but at half pay. In the event of an Officer requiring more than 30 days sick leave per annum, the Management and Board may request for a medical report from a recognise practitioner to advise on the fitness of the Officer to continue to perform the duties of his post.

**Maternity Leave**

E.8 Female officers are entitled to the maximum of 12 weeks maternity leave on full pay (6 weeks before and six weeks after) which will be approved by management after production of medical certificate confirming pregnancy.

E.9 Maternity leave will be on full pay for up to two occasions only. Any further maternity leave will be without pay.

**Special Leave**

E.10 Management may grant additional leave of absence but without pay for special purposes.

**In Country Study**

E.11 The Management may approve leave on full pay for in country training relevant for the Bank. Any Officers taking these leave and do not sit the examinations will be considered to be on leave without pay or the full leave period.

**Long Service Entitlement**

E.12 Upon retirement of an Officer, Management may recommend to the Board for approval of a long service entitlement of 15 additional working days per year in excess of 25 years of continuous service.

E.13 In applying the Condition in E.12, the Management and Board shall take into account the Officer's conscientiousness and dedication to his work over the years, the amount of special leave on full pay that he has been permitted to enjoy, and the amount of sick leave that he has accumulated and not taken during his service with the Bank. The Staff Officer will report and recommend to Management and the Board along these lines immediately prior to an Officer is entitled to long service leave.

## **F. MISCELLANEOUS**

### **Housing**

F.1 The Bank shall make every effort to secure a house for rental for its Officers but the success of this effort and the conditions will depend on the decisions of the Housing Corporations.

### **Transport**

F.2 The Bank shall be responsible for transport arrangement for all employees coming to work.

### **Training**

F.3 All of-the-job overseas training for officers shall be recommended by the Management for approval by the Board. Training for individual Officers should be identified and incorporated in the Bank's Manpower Plan which is reviewed annually by the Management for the Board's approval.

F.4 All course materials provided should be the property of the Bank and not the Officer participating in the training. They are to be submitted to the Bank for placement in its library and for usage by the Bank in staff in-service training and for reference.

F.5 Officers after returning from attending training courses will have to submit a report not later than 2 weeks to Management incorporating their observations and recommendations which may be helpful in improving the performance of their work and any aspect of the Bank's operation. They will also be required to be resource persons in the Bank's In-House Staff Training Program for some of the subjects they learned from the training courses attended. These are some of the ways the Officers who participate in external training will be able to pass on what they learned to other staff of the Bank.

### **Staff Officer Responsibilities**

F.6 Any Officer assigned the responsibilities of Staff Officer is expected to carry out the following tasks:

- i. Ensuring that the rules and procedures covered in these Conditions are carried out properly
- ii. Recommending to Management such amendments and additions to the Conditions he considered warranted in the light of experience.
- iii. Recommending and reporting to Management as required in these Conditions and on any other staff matter that he considers should be brought to the attention of Management.
- iv. The correctness of all staff records including the Attendance Book. Leave Records, Staff Files, Salary Sheets and Salary Deduction Records.
- v. The correctness and timeliness for payments of any nature made to staff and the correctness and proper application of all deductions made therefrom.
- vi. Overall conduct and discipline of Bank Staff.
- vii. Preparation and submission to management of Biannual report in respect of Control Officer(s)

F.7 The Bank expect its Officers to communicate whenever they feel a need to consult Management on any work or personal problem they may have. Such discussions will be kept in the strictest confidence by the Bank if it is the wish of the Officer concerned.

**Aggrievances**

F.8 Should an Officer feel that an injustice has been done as a result of an interpretation or application by the Deputy General Manager or General Manager of any of these Conditions, he may request that the matter be considered by the Board. In these circumstances, the Board will conduct an interview with the officer concerned in the presence of Management and the President or designate of the Staff Association. After the hearing by the Board, a concensus shall be reached and the amendments shall be made accordingly or otherwise.

# DEVELOPMENT BANK OF KIRIBATI

## Staff Conditions of Service

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