



OPERATIONS/HUMAN RESOURCES MANUAL FOR MATATU SACCOS/COMPANIES



International
Labour
Office

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Transport sector in Kenya plays a crucial role in the economic development. The sector provides air, water and on land transport services to the Kenyan population hence contributing about 10.8% to the Gross Domestic Product. The sector also provides large number of employment opportunities from local and international investors.

Matatu Industry in Kenya

Matatu industry is Kenya's leading mode of public transport. Matatu operators run branded type buses, mini buses and Nissans across the country. It is a growing sector with presence in both rural and urban areas. There are over 65,000 matatu investors with huge annual turnover. The industry directly employs close to 350,000 workers comprised of drivers, conductors and office staff. The industry also creates indirect job through forward and backward linkages namely vehicle assemblers, importers and vehicle maintenance personnel. Matatus are operated either under Sacco arrangement or registered companies.

The Law-Growth Nexus Project (LGN) funded by the Norwegian Agency for Development Co-operation (NORAD) has been working with the matatu industry with a view of creating a nexus between Labour Law compliance and matatu business performance. Objectively, the LGN is focused on creating decent jobs in the industry and hence create productive work for women and men, promote freedom of association, equity, security and human dignity, nurture minimum desired content of jobs and occupation for owners, drivers, conductors and any other staff working in the industry as well as promote sustainability of the matatu business. The decent work agenda that the project aims to achieve includes respect for fundamental principles and rights at work, employment and income opportunities for workers, social protection and security for workers and social dialogue at work.

LGN II project has undertaken various initiatives targeting matatu industry and these include; Training and awareness workshops for matatu industry players. The trainings covered aspects on Kenyan Labour Laws, the Constitution and other relevant laws; Development and production of a simplified Labour Laws Booklets; Involvement in the validation of the New Traffic Act 2013; and the National Transport and Safety Authority Act (Operations of Public Service Vehicles) Regulations 2013.

This manual has been developed through a participatory approach and has been piloted in selected Matatu Sacco and companies namely; Orokise Sacco - Rongai, Preshge Shuttle and OMA Services. Contributions were also received from The Matatu Drivers & Conductors Welfare Association (MADCOWA) Matatu Owners Association (MOA) and The Matatu Welfare Association (MWA). This manual has incorporated applicable clauses of the Labour Laws, provisions of the Traffic Act, the National Transport and Safety Authority Act Regulations and other rules governing the Public Service Vehicles (PSV) in Kenya. ILO through the LGN Project is privileged to have been part and parcel in the transformation of the matatu industry. ILO sincerely anticipates that through this transformation process, the matatu industry will embrace this process and create decent and dignified jobs in the industry.

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The Manual is part of the major documents that is aimed at transforming the matatu industry. It is anticipated that the social dialogue principle will be upheld and that matatu owners, Saccos/Companies and employees will cooperate during the implementation of the manual. The manual will be revised from time to time as might be deemed necessary.

Forms

The following forms will be used as outlined in the appropriate sections of this Manual in order to ensure uniformity in the carrying out the Sacco and Company business.

FORM A	:	SAMPLE EMPLOYMENT OFFER
FORM B	:	LETTER OF TEMPORARY APPOINTMENT
FORM C	:	LETTER OF APPOINTMENT
FORM D	:	EMPLOYMENT RECORD
FORM E	:	LEAVE APPLICATION FORM
FORM F	:	REFERENCE CERTIFICATE
FORM G	:	SAMPLE OF JOB DESCRIPTION

GENERAL INTRODUCTION, DEFINITIONS, APPLICATION OF REGULATIONS AND GENERAL OBLIGATIONS OF MATATU STAFF AND OWNERS

A.1 INTRODUCTION

This Human Resource manual will be used as a guide to regulate the conduct and performance of staff in the matatu industry. These regulations are subject to review or change in conformity with any future enactment governing labour administration and transport sector and in particular PSV. *Amendment of Regulations*

A.2 DEFINITIONS

The definitions below are basic and aimed at providing a framework for common interpretation

- | | | |
|-----|---|-------------------------|
| (a) | Matatu means the mode of transport whose vehicle seating capacity ranges from 11 to 25 passengers. | <i>Matatu</i> |
| (b) | Matatu Driver means a person licensed to drive a public transport vehicle licensed and is employed as such by either a SACCO or by a Company engaged in public transport. | <i>Matatu driver</i> |
| (c) | Matatu Conductor means a person employed to work with a matatu driver and is assigned the responsibility of assisting passengers to board the public service vehicle, collecting the fare due for the distance travelled and notifying the driver of the PSV vehicle the bus stage at which a passenger may alight. | <i>Matatu conductor</i> |
| (d) | Company means a company formed and registered under the Companies Act Cap 486 of the Laws of Kenya | <i>Company</i> |
| (e) | Owner means a corporate body in whose name the public vehicle is registered. | <i>Owner</i> |

- (f) License means a license issued under the National Transport and Safety Authority Act, 2012 for the operation of a public service vehicle. *License*
- (d) Staff: A person employed or hired by Matatu owner Sacco or Company *Staff*
- (f) Unless otherwise stated, words in the masculine gender include the feminine gender; words in the plural include the singular and words in the singular include the plural. *Gender*

A. 3 APPLICATIONS OF THE CODE OF CONDUCT, RULES AND REGULATIONS

- (a) The Matatu Saccos/Companies shall be the employer of the drivers and conductors unless another mode of employment is introduced through a regulatory body. The Code of Conduct, Rules and Regulations spelt out in this Manual shall apply to Matatu Sacco and Company staff, drivers, conductors and PSV owners. *Employer of drivers and conductors, all staff subject to regulations*
- (b) Notwithstanding the content of this Manual, reference may be made to any subsequent relevant circulars or other administrative rules or standing orders that might be issued from time to time by the Government, County Government or by the Sacco/ Company management *Circulars*
- (c) The Sacco Management Board/Company CEO has authority to delegate, either generally or specifically to any staff, authority and powers exercisable by her/him herein *Matatu conductor*

CONDUCT AND REGULATIONS.

B.1 THE CONDUCT OF THE DRIVER

The conduct of PSV vehicle drivers is governed by the Traffic Act, 2013 as well as the National Transport and Safety Authority Rules. The Sacco/Company driver Code of Conduct has been extracted from the Traffic Act and National Transport and Safety Authority Act

- (a) (i) No person shall drive a motor vehicle of any class on a road unless he is a holder of a valid driving license or provisional license. Doing so is a violation of Section 30 of the Traffic Act. *Driving license and identification Card*
- (ii) A person driving a motor vehicle is required to carry a driving license and when required by a police officer, produce it for examination in conformity with the requirements of Section 36 of the Traffic Act.
- (ii) A driver shall at all times carry his Identification Card issued by the Sacco/Company or any identity issued by a regulatory body.
- (iv) A driver operating a PSV vehicle shall ensure that he displays on the vehicle an identification mark approved by the National Transport and Safety Authority.

- (b) A driver shall be expected to observe the Traffic Act and regulations as required by law. *Prohibitions of Traffic rules*

According to the Act, a driver shall:

- (i) Not drive under the influence of alcohol and/or drugs to the extent that he/she is rendered incapable of being in control of the vehicle he/she is driving.
- (ii) Not drive a PSV vehicle on pavements or on pedestrian walkways.
- (iii) Avoid driving recklessly or at a speed or in a manner which is dangerous to the public.
- (iv) Wear a special badge prescribed by the Registrar of Motor Vehicles.
- (v) Ensure that he goes for physical fitness test as required under the Traffic Act. The test will include eye and hearing examination.

- (c) In accordance with Section 52 of the Traffic Act, a driver of a public service vehicle commits an offence if he fails to: *Failure to obey police directions, signals*
- i. obey directions given by a police officer in execution of his duty
 - ii. conform to the indications given by any traffic sign
 - iii. stop vehicle when so required by a police officer in uniform

- | | | |
|-----|---|--|
| (d) | (i) A driver shall be required to conform to the directives of the Sacco/Company officers placed in authority over him.
(ii) A driver shall be required to operate a PSV vehicle only on a route assigned to him by the Sacco/Company.
(iii) Only Sacco/Company authorized drivers shall be allowed to drive Sacco/Company vehicles.
(iv) All accidents/mishaps resulting from carelessness or negligence by a Sacco/Company driver will lead to disciplinary action and/or surcharge of the driver concerned.
(iv) The driver shall at all times ensure that the vehicle safety and parking rules of the Sacco/company are adhered to. | <i>Conformity with Sacco/Company Requirements</i>

<i>Handling of vehicles</i> |
| (e) | (i) A driver is required to conduct himself before the public in a civil and courteous manner.
(ii) A driver should ensure that passengers are treated with courtesy and respect. | <i>Conduct of staff before the public</i> |
| (f) | In collaboration with the conductor, a driver shall ensure that no person shall ride or otherwise be carried on the footboard, tailboard, steps, mudguards, canopy, roofing or elsewhere on the outside of the vehicle. | <i>Carrying excess persons</i> |
| (g) | Every driver and conductor of a public service vehicle shall wear a special badge and uniform prescribed by the Registrar of Motor Vehicles. | <i>Wearing of a special badge</i> |

B. 2 THE CONDUCT OF THE PSV CONDUCTOR

- | | | |
|-----|---|---|
| (a) | According to the Traffic Act 2013, a conductor shall not make any noise or sound an instrument or do anything which is likely to cause annoyance. | <i>Prohibition of sound that annoys</i> |
| (b) | In collaboration with the driver, a conductor shall ensure the safety of passengers who board PSV vehicles. | <i>Safety of passengers</i> |
| (c) | In collaboration with the driver, a conductor shall ensure that they do not use a PSV vehicle to carry more persons, baggage or goods than it is licensed to carry. Such an act will contravene Section 100 of the Traffic Act. | <i>Excess persons, baggage</i> |

B. 3 VEHICLE MAINTENANCE

- | | | |
|-----|--|--|
| (a) | Sacco/Company drivers are required to take good care and maintenance of the vehicles under their responsibility. The driver must report any vehicle malfunction to the Sacco/Company or owner whichever is applicable. | |
| (b) | At the start of a day's work, the driver should check the vehicle assigned to him, to determine the following:
(i) Correct fuel level.
(ii) Correct water level, in the case of water cooled engines.
(iii) That all fittings including mirrors, functioning of parking lights and headlights are in place.
(iv) That parking lights, rear and front signals and headlights are functioning properly | <i>Check functionality of various fittings</i> |

B. 4 REPORTING ACCIDENTS

- 1 According to the provisions of the Traffic Act, Cap. 403, it is obligatory for a driver of a vehicle involved in an accident to stop and give his name and address, the name and address of the owner and identification marks of the vehicle to an authorized officer. *Accident to be report*
- 2 In the event of an accident involving Sacco/Company vehicle, the driver shall;
 - (i) Report the accident to the nearest police station;
 - (ii) Obtain Police abstract form and where necessary, obtain an Inspection Report as well; and
 - (iii) Notify the Sacco/Company management immediately.

B. 5 HANDING OVER OF VEHICLE TO ANOTHER SHIFT DRIVER

- 1 (a) When a driver is to hand over a PSV vehicle (assigned to him) to another one accredited by the Sacco/Company, the driver in question shall do so by reporting the condition of the vehicle to the incoming driver and inform the Operations Manager accordingly. *Condition of vehicle to be reported.*
- (b) The incoming driver shall, on taking over the responsibility of driving the vehicle in question, ascertain that the condition of the vehicle is at its best and that the said vehicle is actually fit enough to be used as a PSV vehicle on a Kenyan road.
- 2 The incoming driver shall receive from the driver ending his shift ignition keys and all other relevant documents relating to the vehicle. *Vehicle keys to be handed over*

B. 6 CONFLICT OF INTEREST

PSV vehicles operate under a Sacco/Company. As such, no driver, conductor or any other Sacco/Company staff shall operate own PSV vehicle on a route similar to that of the Sacco/Company without the approval of the Sacco or Company management.

B. 7 CONFIDENTIALITY

No staff shall disclose any information concerning the affairs or business of the Sacco/Company unless authorized to do so as part of his responsibilities.

Confidentiality

B. 8 PREVENTION OF CORRUPTION

The matatu based Sacco/Company drivers, conductors and other staff shall observe zero tolerance to corruption in accordance to the provisions of the Prevention of Corruption Act (Cap. 65)

Prevention of Corruption Act

HOURS OF WORK

C. 1 Hours of Work for Drivers and Conductors

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|---|--|--|
| 1 | <ul style="list-style-type: none"> (i) The Labour Law sets working hours for various sectors. (ii) Although the Traffic Act of 2012 requires matatu drivers and conductor to operate for a maximum of 8 hours a day within 24 hours, the matatu industry working hours are determined by the business needs and the circumstances of work or workplace such as availability of passenger at the main matatu terminus, travelling patterns especially those in formal employment etc. | <i>The Labour laws and the Traffic of Act 2007</i> |
| 2 | <ul style="list-style-type: none"> (i) Due to the uniqueness of the work in the matatu industry, drivers and conductors shall work for periods agreed upon with the employer and in accordance with the duty roster prepared by the Operations Manager. (ii) As compensation for working longer hours than those stipulated in the Traffic Act, staff in the matatu industry are entitled to between one and two days off duty in any one week. | |

C. 2 Hours of Work for Office staff

- (a) The schedule below provides the general working hours for office staff employed by the Sacco or Company.

Monday to Saturday	
Morning	Afternoon
8.00a.m – 1.00p.m.	2.00p.m – 5.00p.m

(b) Staff whose work requirements fall outside the hours stipulated below will need to follow a duty roster prepared by the Operations Managers of their respective Sacco/Company. However, other cadre of staff can work longer than others, depending on the unique requirements of work as well as job level

- (c) (i) Office staff (other than those working in the ticketing or courier section of the Sacco/Company) are allowed by the Labour Law to work for 8 hours a day, six days (Monday to Saturday) a week, giving a total of forty (48) hours of work per week. *Work Hours*
- (ii) Notwithstanding the general guidelines on normal office working hours, officers who work in the Sacco/Company ticketing portfolio, might be required to work beyond the standard hours. Such staff, unless given time off in lieu, will be paid overtime for the time worked in excess of the standard weekly hours.

C. 3 Absence from Work

This regulation is applicable to office staff, drivers and conductors

- (b) Any staff that has to be absent from work for one reason or the other, must notify his supervisor regarding the reasons for such absence and seek and obtain permission to be absent. *Absence from work*

C. 4 Overtime

Under normal circumstances, some positions may not attract overtime compensation. However, this will depend on how matatu Saccos/Companies have categorized the positions.

- (a) Overtime shall be paid for any hours worked in excess of the normal eight hours per day week at the following rates: *When overtime is payable*
- (i) Normal working days – one and half.
 - (ii) Normal rest days and Gazetted Public Holidays – double time.
 - (iii) Equivalent time off from duty may be given in place of cash payment.
- (b) Overtime must receive the prior approval of the Operations Manager. *Who may authorize overtime*
- (c) Overtime will be calculated on the basis of the total number of hours worked per week. *Periods of less than one hour*

OBLIGATIONS OF OWNERS/SACCO AND COMPANY OF PSV VEHICLES

D.1 General Requirements

The obligations of the owners/Saccos and Companies of PSV vehicles are spelt out in the National Transport and Safety Authority Act, 2012 and Traffic Act.

1	<ul style="list-style-type: none"> (i) A person shall not operate a public service vehicle unless there is in place a valid license issued by the National Transport and Safety Authority authorizing the use of that vehicle as a public service vehicle for the duration in question as spelt out in the National Transport and Safety (Operations of Public Service Vehicles) Regulations, 2013. (ii) Every owner/Sacco and Company of a public service vehicle shall employ at least one driver and one conductor who shall be the holder of a certificate of good conduct. (ii) The owner/Sacco and Company shall ensure that his vehicle is not used to carry more persons, baggage or goods than it is licensed to carry as this contravenes Section 100 of the Traffic Act. (iii) A vehicle shall not be licensed as a public service vehicle unless the owner or operator is a corporate body whose principal objective is the operation of public service vehicles and meets minimum conditions prescribed by the National Transport and Safety Authority. 	<p><i>Authority to use vehicle as PSV</i></p> <p><i>Requirements for employing driver, conductor</i></p> <p><i>Excess persons</i></p>
2	A PSV owner/Sacco and Company shall ensure his drivers obey traffic laws and regulations	<i>Obeying Traffic laws</i>

D. 2 PSV Vehicle Particulars

- 1 (a) A log-book will be maintained by owner of a vehicle. *Log Book*
- (b) A PSV owner shall submit a copy of the log book to the Sacco/Company for the purpose of facilitating issuance of TLB and insurance and handling of any traffic offence
- 2 A register of all Sacco/Company vehicles will be maintained by a designated officer. The register will include the following particulars: *Vehicle particulars*
- Registration No.
 - Make
 - Colour
 - Type of body
 - Chassis No.
 - Engine No.
 - Year of manufacture
 - Rating
 - Seating or carrying capacity
 - Date of disposal of the vehicle
- (c) Section 16 of the Traffic Act requires every vehicle more than 4 years old from the recorded date of manufacture to be subjected to inspection by the motor vehicle inspection unit. The PSV owner shall ensure complete compliance to this aspect of the law. *Vehicle inspection*

D. 3 Uniforms for Drivers and Conductors

- (a) (i) The owner/Sacco/Company may provide uniforms and protective clothing to drivers, conductors and other staff whose nature of work requires use of such uniforms and protective clothing in accordance with Occupational and Health Act No 15 of 2007 section 101. However, conductors and drivers may on specific circumstances be required to purchase uniforms at their own expense *When uniforms are issued*
- (ii) Uniforms shall be issued annually in cases where the driver, conductor and other staff are retained beyond one year.
- (b) All Staff provided with such uniforms as dust clothes shall be required to use them while on duty *Staff to be in proper uniform*

D. 4 Remuneration of Drivers and Conductors

The general guidelines to matatu owners/Saccos/ Companies on how to remunerate drivers and conductors shall be dictated by the General Wages Order for the matatu industry. In the absence of the Wages Guidelines, the remuneration shall be based on industry practice so long as the wages are not less favourable compared to minimum wages *Salary and wages*

D. 5 Compliance with Injury Compensation Work Injury Benefits Act

- (a) The Work Injury Benefits Act No. 13 of 2007/Work Injury Compensation Bill 2013 (under review) requires the employer to adequately compensate employees who are injured at work or contract work-related diseases and to extend insurance cover to all employees. *Owner to insure workers*

- (b) The Act provides for the obligation of employers to obtain an insurance policy to cover the employer's liability under the provision of the Act. The Act provides for an employee's right to compensation in respect of accidents that occur during employment and compensation for disablement and death.

*Insurance
to cover
employees*

D. 6 Owner's Obligation to register with NSSF and NHIF

- (a) An employer, is required by law to register as a member of NHIF and NSSF. The employer is also required to ensure that statutory deductions are remitted to NHIF and NSSF in accordance to stated procedures

*Membership in
NHIF*

STAFFING

E. 1 Establishment of New Posts

From time to time, the Sacco/Company will create new posts in accordance with the exigencies of business goals and objectives. When establishing new posts, the officer creating the posts should state the following:

Establishment of Posts.

- (i) Reasons for the creation of the additional posts;
- (ii) The job specifications and descriptions
- (iii) The salary grade and other financial requirements that are essentially attached to the new post.

E. 2 Recruitment and Selection of Staff

(a) In recruiting and selecting staff to fill identified vacancies, the following criteria will be considered:

Selecting staff

- (i) Level of education
- (ii) Work related experience
- (iii) Certificate of Good Conduct obtained from CID
- (iv) Personal performance during interview, and
- (v) Letter of reference from previous employer

(b) Before commencement of the interview, members of the interview panel shall have the following information;-

Panel Members to receive details in advance.

- (i) Copies of the candidates' original applications, duly filled application forms and Personal History Sheets.
- (ii) Copies of the questions to be asked and a written or verbal brief on suggested answers.
- (iii) An Evaluation Sheet prepared for the post.

- (c) All members of the Interview Panel shall evaluate the candidates and finally make an assessment of all candidates with a view to arriving at a decision on the most suitable and qualified candidate.
- (d) The recommendations of the Interview Panel shall be final. A person with the greatest score will be hired to fill advertised positions.
- (e) A person selected to fill a vacant position shall be inducted into the Sacco/Company business to create an understanding of the business and the understanding of the relevant Acts and laws relating to the matatu industry.

Induction of new hires

E. 3 Medical Examination

New hires must undergo medical examination before they are given letters of employment. In cases where, in the opinion of a doctor, a prospective new hire is unfit for employment, the Sacco or Company can decline offer of employment to such a person. Utmost confidence levels must be sustained while undergoing medical examination at all times to avoid stigma and discrimination. One's health status should not be used to deny any applicant employment opportunities as this is outlawed in the constitution and employment Act

Medical Report

E. 4 Confidential Reference

- (a) The Sacco/Company may seek confidential reference in respect of candidates recommended for appointment to various positions. Such reference may be sought after the interview of candidates. Appointment to advertised position will be done after receipt of favourable confidential report by the Company.

Confidential Report

- (b) Any false statement made by an applicant in connection with his application for employment, may render him liable to summary dismissal, should he be employed. *False Information*

E. 5 Offer of Employment

- (a) Every person to be employed by the Sacco/Company shall on, first appointment, be issued with letter of offer of employment (Form F) signed by the authorized staff indicating the post, responsibilities, salary and summary of the main terms and conditions of service. Staff appointed on contract terms shall sign letters of contract. *Notification of Appointment Report*
- (b) The Employment Act requires a PSV owner to issue written contracts for drivers and conductors, even of short term duration.

Further, the Act provides for the basic conditions of a contract of service including, hours of work, annual leave, maternity leave, sick leave, housing, water, food and medical attention and new provision on maternity leave – three months without forfeiture of annual leave)

E. 6 EMPLOYMENT PARTICULARS

A written contract of service shall include the following particulars and shall be given not later than two months after the beginning of the employment:

- (a) the name, age, permanent address and sex of the employee;
- (b) the name of the employer;
- (c) the job description of the employment;
- (d) the date of commencement of the employment;
- (e) the form and duration of the contract;
- (f) the place of work;
- (g) the hours of work;
- (h) the remuneration, scale or rate of remuneration, the method of calculating that remuneration and details of any other benefits;
- (i) the intervals at which remuneration is paid; and
- (j) the date on which the employee's period of continuous employment began, taking into account any employment with a previous employer which counts towards that period; and
- (k) any other prescribed matter.

E. 7 PROBATION PERIOD

- (a) All appointments shall be on probation for three or six months in the first instance, depending on the grade of the post to be filled. *Probation period*
- (b) A staff appointed on probationary terms is deemed to be on trial and every attempt should be made to assist him settle down and learn his job.

E. 8 CONFIRMATION OF EMPLOYMENT

A staff who has successfully served and completed the required probationary period shall have his appointment to the respective position confirmed in writing.

LEAVE REGULATIONS

F.1 ANNUAL LEAVE (Employment Act of 2007)

In accordance with The Employment Act 11 of 2007, annual leave of 21 days will be granted to staff after rendering the Sacco/Company twelve consecutive months of service. *Policy*

F.2 LEAVE ADMINISTRATION

(a) Leave is taken at the discretion of the Sacco/Company and subject to the exigencies of work. An authorized staff acting on behalf of the Sacco or Company, may refuse, vary or postpone leave, at any time or may grant it, subject to such conditions as he may think fit. *Granting of leave*

(b) Leave year will be a calendar year and a staff will be eligible for annual leave at the prescribed rates from the first day of January of the succeeding year. *Leave year*

(c) In the event of death of a staff, payment in respect of all leave due will be made to his dependants. *Payment for Leave on Death*

(d) An employee is required to provide adequate time to process leave application

F.3 COMPASSIONATE LEAVE

(a) A staff shall be entitled to a paid-five days compassionate leave on compassionate grounds in any calendar year. To get such leave the staff shall first apply to an authorized officer, giving reasons and, as far as possible, produce documentary proof in support thereof. *Procedure*

(b) Compassionate leave days are deductible from a staff's annual leave days. *Setting-off Against Annual Leave.*

F. 4 SICKNESS AND SICK LEAVE

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|-----|---|--|
| (a) | All staff who falls sick must seek medical certificate covering the period of absence from duty due to sickness. | <i>Staff to seek Medical Treatment</i> |
| (b) | All absences due to sickness must be supported by a Certificate from an approved medical practitioner and must be presented within 24 hours. | <i>Medical Certificate</i> |
| (c) | Where a staff fails to submit such certificate he shall be deemed to have absented himself from work without authority and liable to disciplinary action. | |

F. 5 MATERNITY LEAVE

- | | | |
|-----|---|---|
| (a) | (i) A female staff shall be entitled to three continuous months' (i.e. 90 consecutive days) leave with full pay
(ii) A male staff shall be entitled to fully paid two weeks paternal leave coincidentally be with his wife's maternity leave | <i>Entitlement
Paternity leave</i> |
| (b) | Maternity or paternal leave shall be inclusive of weekly rest days and gazetted Public Holidays. | <i>Calculation of entitlement</i> |
| (c) | The staff shall give notice of the expected confinement at least 2 months before the expected week of confinement. | <i>Staff to give notice</i> |
| (e) | A staff will be required to proceed on maternity leave at least 2 weeks before the expected date of delivery. | <i>Maternity Leave to commence</i> |
| (f) | A female employee will be entitled to all her other employment benefits during the maternity leave | <i>Full entitlement of other benefits</i> |

F. 6 COURT LEAVE

- | | | |
|-----|--|-------------------------------|
| (a) | Paid leave shall be granted to an employee who, under the laws of Kenya, is required to be a witness in a court of law. Upon receiving notification to attend court, the staff shall notify his supervisor immediately indicating that he is proceeding to court to give evidence. | <i>Notice to attend court</i> |
|-----|--|-------------------------------|

F.7 GAZETTED PUBLIC HOLIDAYS & RELIGIOUS HOLIDAYS

- (a) The following are observed as Public Holidays in Kenya:- *Public Holidays*
- Christmas Day
 - New Years Day
 - Good Friday
 - Easter Monday
 - Labour Day
 - Madaraka Day
 - Idd-UI-Fitr
 - Mashujaa
 - Jamhuri Day
 - Boxing Day
- (b) In addition, Idd-UI-Haj will be observed as a Public Holiday by all persons of the Islamic faith.
- (c) Any other day proclaimed to be a public holiday by the Government of Kenya shall be so observed.
- (d) When a gazetted public holiday falls on a Sunday, the following day shall be observed as a holiday. *Gazette Holiday falling on Sunday.*
- (e) Staff required to be on duty on gazetted public holidays, will, if their terms of service provide for the payment of overtime, be compensated at double time or equivalent time off, for hours worked on such days. *Staff working on Public Holiday*
- (f) A staff who wishes to be away from work on a gazette holiday (and on which day he is on a roster to report for duty) must give at least one week's notice to allow the Sacco/Company to make necessary adjustments. *Notice to be away during public holiday*

F.8. LEAVE WITHOUT PAY

Leave without pay may be granted to a staff to attend to personal matters in very special circumstances. Permission to grant such leave is solely at the discretion of the Sacco Management Board or in the case of the Company, the CEO. *Leave in very special circumstances*

DISCIPLINARY PROCEDURES

G.1 FAIRNESS

(a) The Sacco/Company shall observe sections 45 (1) and 46 of the Employment Act No 11 2007 and ensure that termination of employment is not unfair

(b) Section 40 of the Employment Act No. 11 2007, requires one month's notice or one month's wages in lieu of notice for redundancy, and any leave days due should be paid in cash. Severance pay at the rate of not less than fifteen days pay for each completed year of service is applicable.

Any procedure involving terminating an individual's employment must be observed to ensure fairness. In this regard:-

(i) No staff will be dismissed for a comparatively minor misconduct or for a first breach of discipline other than for those classified as gross misconduct

(ii) No staff shall be dismissed unless all circumstances to the case in question have been carefully considered and discussed by the management and the Disciplinary Committee.

(iii) A Disciplinary Committee shall be constituted to handle disciplinary matters in the Sacco/ Company. The Committee shall consist of the relevant staff in the rank of managers.

*Principle
Governing
Discharge*

*Disciplinary
Committee*

G.2 WARNING PROCEDURE

(a) A staff whose work or conduct is unsatisfactory or who otherwise commits an offence which, in the opinion of the management, does not warrant summary dismissal, shall be warned by the following procedure:-

*Warning
Procedure*

(i) First offence – verbal warning. Such a warning shall not appear in Staff’s personal file.

(ii) Thereafter, first, second and third written warnings shall be given to the employee with a copy placed in personal file.

Three warnings

(iii) An employee with three valid written warnings shall be liable to dismissal with loss of terminal benefits.

Loss of benefits

(iv) Where an employee completes 12 months from the date of the last written warning without further misconduct, any warning entered in his employment record shall be cancelled.

Lapse Period for written warning

(c) In all disciplinary cases, the offending staff shall be given an opportunity to be heard and defend themselves, if need be.

Chance to be heard

G. 3 SUSPENSION

(a) Where in the opinion of the Sacco Management Board or Company CEO, a staff has been found guilty of an act or commission incompatible with the due and faithful discharge of his duties, the Administrator or any other authorized officer may, subject to the provisions of any act or law for the time being in force, suspend such staff from duty until the matter is fully investigated.

Who may suspend

(b) During such suspension, the staff shall receive his pay in full, unless in the opinion of the Administrator the alleged offence is likely to involve the Sacco/ Company in financial loss, in which case the staff shall be suspended without pay.

Payment

(c) Investigation against alleged offence shall be carried out within a period not exceeding 30 days.

(d) Provided that, in the event of the staff being found not guilty of any misconduct, he/she shall be reinstated without loss of privileges.

Grounds for reinstating a suspended staff

G. 4 SUMMARY DISMISSAL

(a)	Any action by a staff constituting gross misconduct may be punishable by summary dismissal. Any of the following offences set out in Section 44 of Employment Act and any other offences not enumerated herein which, in the opinion of the Sacco Management Board or Company CEO constitute misconduct, shall render the staff liable to summary dismissal. Conditions for summary dismissal:	<i>Gross misconduct warranting summary dismissal</i>
(b) (i)	If, without leave or other lawful cause, an employee absents himself from the place of work appointed for the performance of his work;	<i>Conditions for summary dismissal</i>
(ii)	If, during working hours, by becoming or being intoxicated, an employee renders himself unwilling or incapable to perform his work;	<i>Being intoxicated while on duty</i>
(iii)	If an employee willfully neglects to perform any work which it was his duty to have performed, or if he carelessly and improperly performs any work which from its nature it was his duty, under his contract, to have performed carefully and properly;	<i>Negligence of work</i>
(iv)	If an employee uses abusive or insulting language, or behaves in a manner insulting, to his employer or to any person placed in authority over him by his employer;	<i>Use of abusive language</i>
(v)	If an employee knowingly fails, or refuses to obey any lawful and proper command which it was within the scope of his duty to obey, issued by his employer or a person placed in authority over him by his employer;	<i>Disobedience</i>
(vi)	If, in the lawful exercise of any power of arrest given by or under any written law, an employee is arrested for a criminal offence punishable by imprisonment and is not within ten days either released on bail or on bond or otherwise lawfully set at liberty.	<i>Criminal offence</i>

- (vii) If an employee commits, or on reasonable and sufficient grounds is suspected for having committed, a criminal offence against or to the substantial detriment of his employer or his employer's property.

G. 5 AUTHORITY TO DISCHARGE FROM EMPLOYMENT

- (a) The Sacco Management Board or CEO in the case of the Company, shall exercise power of retirement, termination, dismissal or any other discharge from employment.

- (b) All discharges shall be in writing.

*Discharges to
be in writing*

HANDLING OF GRIEVANCE

H. 1 INDIVIDUAL GRIEVANCES

- | | | |
|-----|---|--|
| (a) | A staff who has been aggrieved by a decision affecting his terms and conditions of employment other than a matter of gross indiscipline, is entitled, in the first instance, to seek a conversation with his immediate superior staff in an effort to settle the matter | <i>Interview with immediate supervisor</i> |
| (b) | If the affected staff is not satisfied with the outcome of the meeting between him and his immediate supervisor, he shall submit a complaint in writing to the Chairman of the Sacco Management Board or CEO who will take a decision on the matter and communicate it, in writing, to him. | <i>Complaint to the Board or CEO</i> |

H. 2 SURCHARGE

- | | | |
|-------|--|---|
| (a) | A staff who:- | |
| (i) | has culpably failed to collect any monies owing to the Sacco/Company for which he is personally responsible in respect of which he is under duty to collect; | <i>Circumstances in which a Surcharge may be made</i> |
| (ii) | is personally responsible for any improper payment of the Sacco/Company funds; | |
| (iii) | is personally and culpably responsible for damage to or destruction of or loss of property of the Sacco/Company; | |
| (iv) | is personally responsible for shortage or misapplication or loss of funds; | |
| (v) | knowingly uses without authority, stores, vehicles, buildings, equipments or any other company property or services provided for official purposes; | |

(vi) is personally and directly responsible for any additional expenditure of liability being incurred by the Sacco/Company which, for his negligence or improper performance of duty need not have occurred, shall be surcharged in full or part of the amount involved subject to the provisions of Regulation (b) below.

(b) The amount of surcharge shall be recovered from a staff's salary if it does not exceed one quarter of his one month's basic salary, otherwise the amount will be recovered in monthly installments, subject to a maximum of one quarter of his one month's basic salary for each installment.

Amount of surcharge

H. 3 TERMINATION OF APPOINTMENT

(a) Where the services of a staff are to be terminated by the Sacco/Company, such termination shall be as follows:-

Notice period

- (i) Non management staff shall receive one months' notice or one month's salary in lieu of notice.
- (ii) Staff in the top management ranks shall be given three months' notice or three months' salary in lieu of notice.
- (iv) Staff serving the probationary period may be terminated by giving one months' notice or one months' salary in lieu of notice.

H. 4 RESIGNATION

(a) A staff shall be required to give notice of intention to resign or to pay salary in lieu of such notice as follows:-

Obligation of notice upon staff

- (i) Non management staff – one month's notice or one month's salary in lieu of notice.
- (ii) Staff in the rank of top management – two months' notice or two months' salary in lieu of such notice.

(iii) Staff serving on probationary terms – one month’s notice or one month’s salary in lieu of notice.

(d) The requisite period of notice for resignation may be reduced or waived at the discretion of the Sacco Management Board or, in the case of Company, the Director or the Board. *Waiver*

G. 6 RETIREMENT

(a) The Sacco/Company shall call upon a staff to retire from its service on attaining the retirement age of 60 years. *Retirement Age*

(b) A staff may apply to retire voluntarily from the service of the Sacco/Company on attaining the age of 60 years or after serving for 10 years of continuous service, whichever is the earlier, upon giving appropriate notice. *Voluntary Retirement*

(c) A staff may retire or be retired prematurely on grounds of ill-health at the behest of the Company. In the event of dispute of the medical report, the Sacco/Company may seek a second medical opinion from one or two other doctors singly or jointly whose opinion shall be final. *Retirement on medical grounds.*

(d) A staff who retires in accordance with any of the above provisions will be eligible for payments of full retirement benefits. *Retirement Benefits*

(e) Notice of retirement shall be given to a staff at least three months prior to the date of retirement. *Notice to Retire*

(f) The power to retire or to approve staff’s retirement shall be vested in the Sacco Management Board or the CEO in the case of company. *Who may Order Retirement*

H.7 REDUNDANCY

Where the employment of a staff is to be terminated on account of redundancy, and on grounds that the position previously held by the staff no longer exists following restructural arrangements , the following principles shall apply:

- (a) The Sacco/Company shall have due regard to seniority in time and the skill, ability and reliability of each staff belonging to particular category of staff affected by redundancy. Provided that all other preliminary requirements have been met fully, the staff declared redundant shall be selected on the basis of “last in first out”, all other things being equal.
- (b) Any leave and/or leave allowance due to a staff who is declared redundant shall be paid for in cash.
- (c) A staff declared redundant shall be entitled to one month’s notice or one month’s salary in lieu of notice;
- (d) A staff declared redundant shall be entitled to severance pay at the rate of, at least, 15 days pay for each completed year of service.

H.8 SURRENDER OF COMPANY PROPERTY

- (a) All staff, on leaving the service of the Sacco/Company will not be paid any money that may be due to them until the equipment and any other articles which are the property of the Sacco/Company that may have been supplied to them have been returned.
- (b) If any article is missing or has been damaged by improper use, the Sacco or Company shall recover the value of such article or the cost of the repair of such damage from the staff by deduction from his terminal dues or otherwise.

H. 9 CLEARANCE CERTIFICATE

Before a staff is paid his final dues on discharge from employment he shall be required to sign Clearance Certificate as prescribed on the Clearance Certificate.

H. 10 CERTIFICATE OF SERVICE

Every staff shall be given a Certificate of Service by the Sacco/Company upon the termination of his employment, unless the employment only lasted for a period of less than four consecutive weeks. Every Certificate of Service shall bear:-

- (a) the name of the Sacco/Company and his postal address
- (b) the name of the staff;
- (c) the date when the employment commenced;
- (d) the nature and usual place of employment;
- (e) the date when employment ceased and
- (f) such other particulars as may be prescribed.

H. 11 TESTIMONIAL AND CONFIDENTIAL REFERENCE

- (a) A testimonial or confidential reference may be issued at the request of a staff or a prospective employer, but will be issued at the discretion of the Sacco/Company.
- (b) Such testimonial or confidential reference shall give an honest and balanced assessment of the staff's performance and conduct during his period of service with the Sacco/Company.
- (c) The testimonial or confidential reference shall be given by a duly authorized staff.

EMPLOYEE BENEFITS: SALARY ADMINISTRATION

I.1 POLICY

The salary administration policy aims at attracting, retaining and motivating staff at all levels. There shall, at all times, be established a systematic and coordinated scheme of remuneration of staff with reference to the particular work they perform.

Policy

I.2 SALARY INCREMENTS

(a) Increments of salary will be granted annually, when due and will depend on the efficiency and diligence of the employee during the year immediately proceeding the incremental date

*Annual
Increments*

(b) The increment will depend on the results of the employee's performance appraisal or such other basis as will be determined by the management

*Increments
depend on
performance*

I.3 PAYMENT OF SALARY

(i) Salaries will be paid to all staff either by cash or by cheque or through the bank. Staff who desire to have their salaries paid through the bank should inform the Administrator and give such details as name of the bank, as well as the account number to which payment is to be made.

*Payment of
Salary*

(ii) Salaries will be paid in arrears at the end of each month.

I. 4 DEDUCTIONS FROM A STAFF'S SALARY

For the purposes of this regulation, Section 6 of the Employment Act shall apply. The Sacco/Company may deduct from the salary of a staff: *Policy*

- (a) the amount the deduction of which is authorized by any written law for the time being in force in respect of:
 - (i) NSSF
 - (ii) NHIF
 - (iii) provident fund or superannuation scheme or any other scheme approved by the Labour Commissioner to which the employee has agreed to contribute.*Statutory deductions and provident/Pension Fund*
- (b) a reasonable amount for any damage done to, or loss of, any property lawfully in the possession or custody of the employer occasioned by the willful default of the employee. *Surcharge*
- (c) an amount not exceeding one day's wages in respect of each working day for the whole of which the employee, without leave or other lawful cause, absents himself from the premises of the employer or other place proper and appointed for the performance of his work. *Absence From Work*
- (d) an amount equal to the amount of any shortage of money arising through the negligence or dishonesty of the employee whose contract of service provides specifically for his being entrusted with the receipt, custody and payment of money. *Shortages*
- (e) any amount paid to the employee in error as wages in excess of the amount of wages due to him. *Overpayment*
- (f) any other amount the deduction of which might be authorized by the employee such contribution to a Sacco/Company. *Voluntary deductions*

- (h) an amount due and payable by the employee under and in accordance with the terms of agreement, in writing, by way of repayment or part repayment of a loan of money made to him by the employer. *Recovery of Advance*

MEDICAL BENEFITS AND PENSION SCHEME**J.1 POLICY**

- | | | | |
|---|-----|---|------------------------------|
| 1 | (a) | The Sacco/Company shall develop a medical scheme to assist its employees and their families towards expenses for their medical treatment. | <i>Medical Scheme Policy</i> |
| | (b) | All staff shall be issued with NHIF at the expense of the employer to enable them to receive the medical benefits as stated in the NHIF membership. | |
| 2 | | Where a staff sustains injury in the course of his duty, not due to his own negligence or misconduct, the provisions of the Work Injury Benefits Act No. 13 of 2007 Work Injury Compensation Bill 2013 shall apply. | <i>Injury at work</i> |

STAFF DEVELOPMENT

K.1 POLICY

The Sacco/Company shall provide opportunities for staff development so as to ensure availability of effective and efficient staff, necessary for achievement of its objectives, plans and strategies. For this reason staff will be encouraged to upgrade their level of education as a way of enhancing their level of knowledge and skills relevant to the business goals of the Company.

General policy

K. 2 STAFF TRAINING

- (a) The Sacco/Company shall establish a framework within which staff training and development will be planned and operated to ensure that serving staff has relevant and adequate knowledge, skills and qualifications to undertake efficient and effective performance of their responsibilities so as to realize stated the objectives.
- (b) The responsibility for ensuring that Sacco/Company training policy is executed successfully lies with the Administrator/Operations Manager and relevant Heads of departments where applicable. The responsibility for providing advice on the most suitable and appropriate forms of training and for the administration of training activities lies with the office of the Operations Manager. Training needs can also be initiated by an employee.

Policy

K. 3 REFRESHER COURSES

Refresher courses shall be undertaken by staff as a follow-up to on-the-job training in order to address any weaknesses observed in the staff.

K. 4 IN-COMPANY TRAINING

- (a) In-Company training courses are tailor-made to suit the training demands of the Company.
- (b) In-Sacco/Company training will be undertaken where training needs affect a cross section of staff within the Sacco/Company. .
- (c) Training facilitators may be selected from both within and outside the Sacco/Company.

K. 5 PERFORMANCE APPRAISAL

- (a) The Sacco/Company shall put in place a performance management system that will be used to appraise performance of staff against pre-determined and mutually agreed upon performance targets. *Performance Management system*
- (b)
 - (i) Performance appraisal interviews will be conducted as regularly as possible for purposes of tracking performance and, as a motivational mechanism. *Purpose of performance Appraisal*
 - (ii) Performance Appraisal interviews shall not be used as an opportunity to score differences, fault finding sessions, as an opportunity for punishing or ridiculing staff. Rather, the sessions will be used as a tool for identifying opportunities for coaching and removing obstacles that hinder superior performance.
- (c) The results of objective appraisal of staff shall be used to modify performance behavioural characteristics, identify staff's development and training needs

FORM A: OFFER OF EMPLOYMENT

Ref

Date

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

Dear Sir/Madam,

RE: OFFER OF APPOINTMENT

Thank you for your letter of application for employment dated
20.....

I am pleased to offer you appointment in the capacity of a

In our organisation on the following terms and conditions
of service.

1. DATE OF COMMENCEMENT

2. HOURS OF WORK

The normal hours of work observed by the company shall be 40 hours per
week.

3. SALARY

(a) Consolidated/Basic Monthly salary - Kshs. Per month

4. PROBATION

You will be on probation in the first instance, for a period of months during which timenotice of termination of appointment or salary in lieu of notice on either side will be required. The probationary period may be extended in accordance with Sacco/Company regulations.

5. LEAVE

On completion of twelve months' working service, you will be eligible for paid leave. All leave to be taken at the discretion of the Sacco/ company.

6. SICK LEAVE

Sick leave entitlement will be as follows:

- a) First days - with full pay
- b) Next days - with half pay

7. NATIONAL SOCIAL SECURITY FUND AND NATIONAL HEALTH INSURANCE FUND

This is compulsory at rates laid down by law i.e.NSSF and NHIF

8. CONFIDENTIAL MATTERS

You will not, without the consent of the company, disclose any of its secrets or other confidential matters to anyone not authorized to receive them.

9. TERMINATION OF ENGAGEMENTS

At any time after satisfactory completion of your probationary service, the company shall be entitled to terminate this agreement by giving you notice, in writing, or to pay you salary in lieu of such notice. If during your period of service you should wish to

leave the service of the company, you must give the company notice of your intention, or pay the company Salary in lieu of such notice.

10. COMPANY STANDING INSTRUCTIONS

You are required to make yourself familiar with and abide by Sacco/ Company standing instructions. You will not, without the consent of the company, engage in any other business which would bring conflict with your duties as a full time employee of the company or occupation except that of the company.

11. GENERAL

This letter is sent to you in duplicate and we shall be glad if you could sign one copy and return it to us signifying your acceptance of our terms.

Yours faithfully,

.....
Applicant's signature

.....
Full name of witness and signature

FORM B: LETTER OF TEMPORARY EMPLOYMENT

TO :
.....
.....
.....

DATE

Dear Sir/Madam

RE: LETTER OF TEMPORARY EMPLOYMENT

I am pleased to inform that you have been employed on temporary terms of service from to when your employment shall come to an end.

You will be paid a consolidated salary of Kshs. per month. The salary will be paid in arrears at the end of each month.

During your employment, you will, in so far as is applicable, be subject to the same regulations as staff on permanent employment.

This letter is sent to you in duplicate, and we shall be glad if you could sign one copy and return it to us, signifying that you accept our terms.

Yours faithfully,

Signature

Date.....

Name of Applicant

Witnessed by (Name)

Signature

I.D. No.

FORM F: LETTER OF APPOINTMENT

TO :

DATE

Dear Sir/Madam

RE: LETTER OF APPOINTMENT

I am pleased to offer you appointment fromto the post of

You will be paid a consolidated salary of per annum. The salary will be paid in arrears at the end of each month.

During the period of probation, you will be subject to the regulations applicable to the post to which you have been appointed.

Your appointment may be terminated by giving notice or salary in lieu of such notice.

This letter is sent to you in duplicate, and we shall be glad if you could sign one copy and return it to us, signifying that you accept our terms.

Yours faithfully,

Signature

Date.....

Name of Applicant

Witnessed by (Name)

Signature

I.D. No.

EMPLOYMENT RECORD

Full Name

Date of Joining

Father's Name

Nationality

ID No.

NSSF No.

NHIF No.

Permanent Home Address

Sublocation

County

Next of Kin

Next of Kin's Address

Language(s) Spoken

Education

Training

Health

Driving License

Employee's Service Card

Designation

Place of Birth

Date of Birth

Age

Date of Registration

Income Tax PIN

P.O. Box

Code

Village

Location

Relationship

Tel:

Read

Write

Primary Secondary College University

Professional Qualification

Height

Weight

PSV License No.

FAMILY DETAILS

Spouse(s)

Name (Husband/Wife/Wives)	Date of Birth	Address

Children

Full Names	Date of Birth	Own Child	Step Child	Legally adopted	Sex (M/F)	Remarks

Persons to be notified in case of accident/emergency

Name	Address

I certify that the above information is true to my knowledge and belief.

Signature

Date

Witness

checked by

** if more give details overleaf*

PREVIOUS OCCUPATIONS

Employer	Duties	From - To	Salary/Wage	Reason for leaving

LEAVE APPLICATION FORM (TO BE FILLED IN TRIPLICATE)

DATE

NAME OF APPLICANT

CONTACT ADDRESS (DURING LEAVE)

TELEPHONE NO (IF ANY)

NUMBER OF DAYS requested for EFFECTIVE FROM

DATE EXPECTED BACK

SIGNATURE OF APPLICANT DATE

FOR OFFICIAL USE ONLY

Annual Leave

NUMBER OF DAYS CARRIED FROM PREVIOUS YEAR

NUMBER OF DAYS FOR CURRENT YEAR

TOTAL LEAVE DAYS DUE

NUMBER OF DAYS RECOMMENDED

REASON FOR NOT RECOMMENDING LEAVE

.....

APPROVE NOT APPROVED (Tick appropriately)

DESIGNATION

DESIGNATION

NUMBER OF DAYS TAKEN BALANCE

TO REPORT ON SIGNATURE (PERSONNEL ADMINISTRATION)

CLEARANCE CERTIFICATE

Iof.....
..... acknowledge receipt of the sum of shillings
.....

(Kshs.) (Words and figures) in full and final settlement an discharge of all the sums due to me and also acknowledge that I have no further claims against the company, including claims for reinstatement into my job or to further compensation arising out of the termination of my contract of service, or my resignation, etc.

.....
(Signature) (Date)

.....
(Name) (I.D NO)

WITNESSED BY

Signature

I.D. NO.

CLEARANCE CERTIFICATE

I
of acknowledge receipt of the certificate.

.....
(Signature) (Date)

SAMPLE JOB DESCRIPTION

JOB TITLE		REPORTS TO	
SECTION		OTHER	

1. JOB PURPOSE

2. KEY RESULT AREAS (MAIN RESPONSIBILITIES)

3. KNOWLEDGE/EXPERIENCE/SKILLS REQUIRED

4. KEY PERSONAL ATTRIBUTES

