



REPUBLIC OF KENYA

**LOCAL AGREEMENT FORM (REVISED 2017)**

**EMPLOYMENT ON CONTRACT TERMS**

AGREEMENT made the .....day of ..... 20 ..... between the Government of Kenya (hereinafter called “the Government”) of the one part and .....ID/Passport No..... (hereinafter called “the employee”) of the other part.

1. The employee agrees that he/she will diligently and faithfully perform the duties of (Designation) ..... (Job Group/Scale/Grade) ..... for the term of his/her engagement and will act in all respects according to the instructions or directions given to him/her by the appointing authority.
2. Subject to the provisions of clause 3 of the Schedule hereto, the salary of the employee, which shall be payable monthly in arrears, shall be as follows:

<b>Year of Service</b>	<b>Salary</b>
First	KSh. ....a year
Second	KSh. .... a year
Third	KSh. .... a year
Fourth	KSh. .... a year
Fifth	KSh. .... a year
Sixth	KSh. .... a year

Provided that his/her progress will be conditional upon the fulfillment by him/her of such conditions as may from time to time be in force for holders of similar posts on the pensionable staff of the Government.

3. This agreement is subject to the conditions set forth in the schedule hereto annexed, and

other regulations in force from time to time applicable to pensionable officers of the Public Service which shall be read and construed as part of this agreement.

As witness our hands the day and the year above written.

Signed by: .....

on behalf of the Government of Kenya

in the presence of:

.....  
*Authorized Officer/Head of Public Service*

Name .....

Address .....  
.....

*Witness*

Designation .....

Signed by: .....

*Employee*

In the presence of:

Name .....

Address .....  
.....  
*Witness*

Designation .....

*NOTE: All alterations, additions and deletions must be initialed by both parties and their witnesses.*

## **SCHEDULE TO AGREEMENT**

### **Term of Engagement**

The engagement of the employee is for a period of ..... months beginning from the ..... day of ....., 20.....

**Further Employment**

- 1. If the employee desires to remain in employment of the Government, the employee shall, not more than six (6) months and not less than three (3) months before the date on which his/her service under this Agreement terminates, give notice in writing to the Government whether he/she desires to remain in its employment, and if he/she so desires, the Government shall thereupon decide whether it will offer him/her further employment, in which case the re-engagement shall be on such terms as may be mutually agreed.

**Duties**

- 2. The duties of the employee shall include the specific duties of the office for which he/she is engaged, and any other suitable duties which the Government may call upon him/her to perform. The employee shall not, either directly or indirectly, or without the permission of the Government, engage or be concerned in trade, or in private professional practice or any other gainful employment. The employee shall use his/her utmost exertions to promote the interest of the Government, and shall conform to the general code of conduct of Government and shall be subject to the Government regulations for the time being in force so far as applicable.

**Salary**

- 3. (1) Full salary will begin from the ..... day of ..... 20..... and the incremental date of the employee will be .....
- (2) Increments of salary, if any, will be reckoned as from the incremental date specified in clause 3 (1) above, but no increment will be granted unless the efficiency, conduct, diligence and satisfactory performance, of the employee during the year immediately preceding have been approved.

**Invaliding on Account of Incapacity Produced by ill Health**

- 4. (1) If at any time a Government Medical Board shall certify that the employee is by reason of ill health, not caused by his/her own misconduct, incapable of rendering further efficient service, then the employee shall be required to relinquish his/her employment on medical grounds.
- (2) The employee shall not be invalided unless he/she has appeared before a Medical Board of which one member shall be a medical practitioner nominated by the employee.

## **Discipline**

5. (1) If the employee shall at any time after the signing hereof neglect or refuse or from any cause (excepting ill health not caused by his/her own misconduct as provided in clause 4 of this Agreement) become unable to perform any of his/her duties or to comply with any order or shall improperly disclose any information respecting the affairs of the Government to any unauthorized person, or shall in any other manner misconduct himself/herself, the Government may on direction by the appropriate employer or appointing authority terminate his/her engagement forthwith, and thereupon all rights and advantages reserved to him/her by this Agreement shall cease.

Provided that the Government may make such inquiry as it thinks fit into circumstances during such inquiry and until the decision of Government is communicated to the employee he/she may be interdicted from duty and shall, during such interdiction, receive one-half of the basic salary to which he/she would otherwise be entitled. If his/her engagement is not terminated, the Government may in its discretion order that any balance of his/her salary to which he/she would have been otherwise entitled, be paid to the employee but upon the termination of his/her engagement he/she shall be entitled only to one-half basic salary paid to him/her for the period from his/her interdiction until the termination of his/her engagement.

(2) The employee or his/her legal representatives, as the case may be, shall have the right of appeal against any decision of the appropriate employer that has the effect of withholding, suspending, reducing or otherwise altering to his/her detriment any benefits due to him/her estate.

(3) If the employee shall absent himself/herself from duty through ill health he/she shall produce a medical certificate to that effect, and if his/her sickness should in the opinion of a Government Medical Officer be caused through the engaged person's own impropriety of conduct he/she shall forfeit his/her salary for the period of such absence.

(4) If he/she shall absent himself/herself from duty for any cause whatsoever without leave, he/she shall forfeit his/her salary for the period of such absence, and it shall be lawful for the Government to terminate his/her engagement forthwith as for misconduct.

## **Determination of Engagement**

6. (1) Subject to the provisions of the Employment Act the Government may at any time determine the engagement of the employee by giving him/her two months' notice in writing, or paying him/her two months' salary in lieu of notice.
- (2) The employee may, at any time after the expiration of three months from the commencement of his/her term of engagement, determine his/her engagement by giving to the Government two months' notice in writing, or by paying to the Government two months' salary in lieu of notice.
- (3) If the employee terminates his/her engagement otherwise than in accordance with this Agreement, he/she shall be liable to pay to the Government on demand as liquidated damages one month's salary.

## **Liability to make good Damage**

7. (1) If, in the opinion of the Government, any pecuniary damage arises from any disregard or failure on the part of the employee to comply with any order, or departmental instructions, or from any neglect of duty whatsoever on his/her part, he/she may be liable to a deduction from his/her salary to make good the damage or any part thereof, the amount of which shall be fixed by the Authorized Officer.
- (2) Where the employee is required to pay or to reimburse any amount to the Government or owes the Government any such sum, such amount may be recovered by deduction or otherwise from his/her salary in such installments as the Government may see fit, or if he/she qualifies for gratuity, from such gratuity.

## **Gratuity**

8. If the Agreement is determined otherwise than under the provisions of clauses 5, 6 (2) or 6 (3) hereof, the employee shall be granted, at his/her option which shall be exercised at the time of signing this Agreement, a gratuity of thirty one per centum (31%) or as determined from time to time of the total Basic Salary paid to him/her during the term of his/her engagement under this Agreement.

Provided that if at the time of signing this Agreement the employee has exercised his/her option not to draw the gratuity which may become due to him /her in respect of his/her term of engagement under this Agreement, and if in the meanwhile he/she has not become a member of the pensionable service of the Government, then the gratuity

shall be payable on his/her leaving the service of the Government.

Provided further that if the employee becomes a member of the pensionable service of the Government without a break in his/her service, then:

- (a) That period of his/her continuous service immediately preceding his/her appointment as a member of such service for which he/she has been granted such gratuity shall be taken into account only as qualifying service and shall not be taken into account in the calculation of any pension, gratuity or other allowance which may be awarded to him/her as a member of the pensionable service of the Government.
- (b) That period of his/her continuous service immediately preceding his/her appointment as a member of such service for which he/she has not been granted a gratuity shall be taken into account, both as qualifying service and in the calculation of any pension, gratuity or other allowance which shall be awarded to him/her as a member of the pensionable service of the Government.

### **Annual Leave**

9. An employee on contract will normally be granted, during his/her service and so far as the exigencies of the public service permit, leave under the existing regulations.