



COUNTY ASSEMBLY OF KITUI

HUMAN RESOURCE POLICIES AND PROCEDURES MANUAL

July 2021

Table of Contents

FOREWORD	xii
PREAMBLE	xiii
DEFINITION OF TERMS	xiv
ABBREVIATIONS	xix
SECTION 1: GENERAL INFORMATION.....	1
1.1 AIMS and Objectives of the Manual.....	1
1.2 The Kitui County Assembly Service Board’s undertaking.....	1
1.3 Legal Framework.....	2
1.4 Scope of the Manual.....	2
1.5 The interpretation.....	2
SECTION 2: ORGANIZATION OF THE COUNTY ASSEMBLY SERVICE BOARD	3
2.1 Functions of the County Assembly Service Board.....	3
2.2 National Values and Principles of Governance	3
2.3 The Values and Principles of County Assembly Service	3
2.4 Committees within the County Assembly of Kitui	4
2.5 Communication of KCASB Decisions	5
SECTION 3: RECRUITMENT, SELECTION AND APPOINTMENT	6
3.1. Categories of Appointment.....	6
3.2 Human Resource Plans	7
3.3 Non-Discrimination	7
3.4 Equal Opportunity Employer	8
3.5 Recruitment	8
3.6 Declaration of Vacancies.....	8
3.7 Advertisement of Vacant Posts.....	8
3.8 Application for Employment	9
3.9 Selection Process	9
3.10 Considerations during Appointments	9
3.11 Interviews and Selection.....	10
3.12 Offer Letter	10
3.14 Medical Examination.....	10
3.15 Appointment Documents	11

3.16	The appointment letter shall indicate:.....	11
3.17	Probation.....	12
3.17.1	Appointment on probation to permanent and pensionable terms.....	12
3.17.2	Medium-term Appointment.....	12
3.18	Employment of Temporary Workers	13
3.19	Promotions	13
3.19.1	Dates of Promotion	13
3.20	Re-designation	14
3.21	Transfer of Service & Secondment.....	14
SECTION 4: TERMS AND CONDITIONS OF SERVICE		16
4.1	Remuneration & Benefits.....	16
4.2	Determination of Salary on Promotion/Upgrading.....	17
4.3	Determination of Salary of an Officer Transferred from another Organization.....	18
4.4	Conditions for the Grant of Annual Increments	19
4.5	Advance of Salary	19
4.6	Salary Deductions	20
4.7	Allowances	20
4.7.1	Entertainment Allowance.....	20
4.7.2	Foreign Subsistence Allowance.....	20
4.7.3	Daily Subsistence allowance (Local Travel)	21
4.7.4	Acting Allowance.....	21
4.7.5	Special Duty Allowance.....	22
4.7.6	Hardship Allowance	23
4.7.7	Extraneous/Late Duty Allowance.....	23
4.7.8	Leave Allowance	23
4.7.9	Commuter Allowance	23
4.7.11	Meal Allowance.....	24
4.7.12	Trainers Allowance.....	24
4.7.13	Airtime Allowance.....	24
4.7.14	House Allowance	24
4.7.15	Other Allowances	24
4.8	Benefits.....	25

4.8.1	Medical Benefits	25
4.8.2	Medical Ex-gratia	25
4.8.3	Management of the Scheme	25
4.8.4	Sick off.....	25
4.8.5	Occupational Benefits.....	26
4.8.6	Mortgage and Car Loan	26
4.8.7	Last Expense	26
5.1	Categories of Leave	27
5.2	Applications for Leave	27
5.3	Annual Leave	28
5.4	Maternity Leave.....	28
5.5	Paternity Leave.....	29
5.6	Child Adoption Leave.....	29
5.7	Unpaid Leave.....	30
5.8	Compassionate Leave.....	30
5.9	Special Leave for Sportsmen.....	30
5.10	Sick Leave	31
5.11	Terminal Leave.....	31
5.12	Examination Leave.....	32
5.13	Deferment/Commutation of Leave.....	32
SECTION 6: TRAINING AND DEVELOPMENT		33
6.1	Training Committee	33
(a)	There shall be a Training Committee appointed by the Clerk and composed of the following:	
	33	
(i)	The Deputy Clerk of Assembly who will be the Chair of the Committee	33
(ii)	Heads of Departments	33
6.2	Management and Co-ordination of Training.....	34
6.3	Training Needs Assessment	34
6.4	Training Programme.....	35
6.5	Training Levy	35
6.5	Induction Training	36
6.6	Eligibility for Training.....	36

6.7	Course Approval.....	36
6.7.1	Conditions for course approval.....	36
6.8	Sponsorship for Training.....	36
6.9	Training Bond.....	36
6.10	Skills Inventory.....	37
6.11	Allowances for Sponsored Training.....	37
6.11	Leave after Training.....	38
6.12	Incidental Expenses.....	38
6.13	Donor Funded Courses.....	38
6.14	Workshops, Retreats and Conferences.....	38
6.15	Industrial Attachment.....	39
6.16	Internship.....	39
6.17	Professional Bodies Membership.....	40
6.18	Career Development.....	41
SECTION 7: PERFORMANCE MANAGEMENT.....		42
7.1	County Assembly Performance Management Framework.....	42
7.2	Strategic Planning.....	42
7.5	Staff Performance Appraisal System.....	43
7.6	Objectives of Performance Appraisal.....	44
7.7	Scope of Application.....	44
7.8	Appraisal Period.....	45
7.9	Staff Performance Appraisal Process.....	45
7.9.1	Strategic Objectives.....	45
7.9.2	Target Setting.....	45
7.9.3	Values and Competencies.....	45
7.9.4	Continuous Performance Appraisal.....	45
7.9.5	Mid-Year Review.....	45
7.9.6	End of Year Appraisal Process.....	46
7.10	Performance Measurement.....	46
7.11	Rewards and Sanctions.....	47
7.12	Performance Appraisal Appeal Mechanism.....	47
7.13	Performance Management Committee.....	47

SECTION 8: DISCIPLINARY CONTROL	49
8.1 Disciplinary Powers.....	49
8.2 Disciplinary procedure.....	49
General provisions.....	49
8.3 Specific Provisions.....	49
8.4 Conduct of investigations	50
8.5 Interdiction	51
8.6 Suspension.....	51
8.7 Absence from Duty without leave or reasonable or lawful cause	52
8.8 Absence from Duty on Grounds of Illness	53
8.9 Appeals.....	53
8.10 Reviews	53
8.11 Defense of Assembly Officers in Criminal and Civil Suits.....	53
8.12 Civil Proceedings by Assembly Officers for Defamation.....	54
8.13 Loss of Assembly Funds through Neglect or Fault.....	54
8.14 Recovery of Losses of Assembly Funds.....	54
8.15 Offences under Gross Misconduct.....	56
8.16 Principles Guiding Exercise of Disciplinary Control	57
8.18 Officer convicted of criminal offence	57
8.19 Dismissal	58
8.20 Grievance Procedure	58
8.21 Alternative Interventions in the Discipline Process.....	59
8.22 Counselling.....	59
8.23 Training, mentoring and coaching	59
8.24 Dispute Resolution Mechanism	59
8.25 Guidelines in applying alternative interventions.....	60
SECTION 9: TRANSPORT AND TRAVEL.....	61
9.1 Policy Statement	61
SECTION 10: HEALTH AND SAFETY	62
10.1 Guidelines to General Safety.....	62
10.2 Emergency Preparedness	62
10.3 Fire Precautions.....	62

10.4	Fire Prevention	63
10.5	Notification of Fires.....	64
10.6	Medical Examination.....	64
10.7	Provision of Protective Equipment and Clothing	65
10.7.1	Safe Use of Potentially Dangerous Equipment	65
10.8	Compensation to Assembly officers in case of Injury or Death	65
10.9	Reporting of Accident and Compensation Claims	65
10.10	Reporting Injury, Serious Illness or Death.....	65
10.11	Group Personal Accident (GPA) Policy	66
10.12	Guidance and Counseling	67
10.12.1	Counseling Services.....	67
10.12.2	HIV/AIDS Programs.....	67
10.12.3	Fighting Stigma and Discrimination	68
10.12.4	Screening for Purposes of Employment/Recruitment	68
10.12.5	Continuation of Employment	68
10.12.6	Drug and Substance Abuse.....	68
10.13	Employee Welfare and Wellness	69
SECTION 11: SEPARATION FROM SERVICE AND THE BENEFITS PAYABLE.....		70
11.1	Forms of Exit from the Service	70
11.2	Mandatory Retirement	70
11.3	Retirement on Medical Grounds	71
11.4	Retirement under 50-year Rule (Voluntary)	71
11.5	Redundancy	71
11.6	Dismissal	72
11.7	Death	72
11.8	Resignation	72
11.9	Termination in Accordance with the Letter of Appointment or Expiry of Contract.....	73
11.10	Certificate of Service	73
11.11	Testimonials and Letters of Commendation	73
11.12	National Social Security Fund (NSSF) Benefits.....	73
11.13	Pension Scheme details	73
11.14	Gratuities.....	73

SECTION 12: CODE OF CONDUCT	74
12.1 Office Hours	74
12.2 Public Holidays	75
12.3 Rule of law	75
12.4 Public trust	75
12.5 Performance of duties	76
12.6 Professionalism	76
12.7 Financial integrity	76
12.8 Pecuniary Embarrassment	76
12.9 Moral and ethical requirements	77
12.10 Gifts or benefits in kind	77
12.11 Wrongful or unlawful acquisition of property	78
12.12 Acting for foreigners	78
12.13 Care of Property	78
12.14 Misuse of official information	78
12.15 Falsification of records	78
12.16 Political neutrality	78
12.17 Impartiality	79
12.18 Collections and Harambees	79
12.19 Conduct of private affairs	79
12.20 Bullying	79
12.21 Sexual Harassment	79
12.22 Nepotism	80
12.23 Acting through others	80
12.24 Reporting improper orders	80
12.25 Declaration of Income, Assets and Liabilities	80
12.26 Confidentiality	80
12.27 Public Statements	81
12.28 Conflict of Interests	81
12.29 Uniforms for Officers	82
12.30 Dress Code	82
12.31 Report in Cases of Bankruptcy or Judgment-Debtors	83

SECTION 13: PERSONNEL RECORDS	85
13.2 Senior Officers' Personal Files	86
13.3 Personal Record Cards.....	86
SECTION 14 POLICY COMMUNICATION, IMPLEMENTATION, REVIEW AND EFFECTIVE DATE	87
14.1 Communication.....	87
14.2 Implementing and Monitoring	87
14.3 Review.....	87
14.4 Effective Date.....	87
14.5 Approval.....	87
APPENDICES	88
Appendix I: Application for Employment Form KCASB-1	88
Appendix II: Next of Kin & Dependants Form KCASB - 2	94
Appendix III: Personal Particulars Form KCASB – 3.....	96
Appendix V: Appraisal Form for Confirmation KCASB - 5	103
Appendix VI: attachment Assessment Form KCASB - 6	106
Appendix VII: Pay point Change Advice KCASB - 7.....	108
Appendix VIII: Leave Request Form KCASB - 8.....	109
Appendix IX: Wealth Declaration Form KCASB -9.....	110
Appendix X: Exit Clearance Form KCASB – 10.....	113
Appendix XI: Staff Car Loan Application form KCASB - 11	118
Appendix XII: Staff Mortgage Application form KCASB - 12	123
Appendix XIII: Mortgage Bank Proforma KCASB 13.....	130
Appendix XIV: Loan Recovery Adjustment Form KCASB 14.....	131
Appendix XV: Loan Security Discharge Form KCASB 15.....	133

LIST OF APPENDICES

Appendix I: Application for Employment Form KCASB-1	88
Appendix II: Next of Kin & Dependants Form KCASB 2	94
Appendix III: Personal Particulars Form KCASB3	96
Appendix V: Appraisal Form for Confirmation KCASB- 5.....	103
Appendix VI: attachment Assessment Form KCASB- 6	106
Appendix VII: Pay point Change Advice KCASB – 7.....	108
Appendix VII: Leave Request Form KCASB – 8.....	108
Appendix IX: Wealth Declaration Form KCASB-9.....	117
Appendix X: Exit Clearance Form KCASB – 10.....	113
Appendix XI: Staff Car Loan Application form	118
Appendix XII: Staff Mortgage Application form KCASB - 12	123
Appendix XIII: Mortgage Bank Proforma KCASB-13... ..	137
Appendix XIV: Loan Recovery Adjustment Form KCASB 14	131
Appendix XIV: Loan Recovery Adjustment Form KCASB 15	131

PREAMBLE

The Constitution of Kenya (2010) provides for restructuring of the government from a centralized to a devolved system. The Fourth Schedule distributes functions between the national and county governments. The national government deals with policy formulation, national planning, quality assurance and setting of norms and standards, while County Governments deal with service delivery at the County level.

With the devolvement of functions to the County government, County Assemblies Service were established. Pursuant to lawful provision and for the Assemblies to be effectively managed county assembly service boards were instituted. Consequently, it was found necessary that a County Assembly Human Resource Manual be developed in order to clearly provide procedures on various aspects of HRM function that will guide the management of human resource in the County Assembly Service Boards.

The manual incorporates the provisions of the Constitution of Kenya (2010), the County Governments Act (2012), County Assembly Services Act (2017), Labor Laws and other relevant legislations that govern various aspects of employee/employer relationship. The Human Resource (HR) Manual is also anchored on other policies and guidelines governing the management of the County Assembly Service.

The manual covers Organization of County Government, Labor Relations, Terms and Conditions of Employment, Performance Management, Code of Conduct, Salaries and Advances, Allowances, Medical Benefits, Leave, Training and Development, Health and Safety, Transport and travel as well as Terminal Benefits.

It is important to note that this Manual is not exhaustive and should be read together with all relevant legislations and regulations governing devolution and the County Assembly Service.

The manual will be reviewed as need arises but not later than five (5) years to reflect policy changes affecting human resource management in the Assembly Service. This manual will be subject to the Constitution of Kenya (2010), prevailing Kenyan Laws and other International Conventions.

The County Assembly of Kitui Human Resource Manual is formulated with due regard to gender; thus, words and expressions imputing the feminine gender include the masculine gender and vice versa except where it is expressly provided.

The effective date of implementing the Human Resources Manual will be 1st July, 2021.

FOREWORD

The Kitui County Assembly was established under the Constitution of Kenya, 2010 and first Assembly was constituted in March 2013. The operational functions of the Assembly are articulated under Section 8 (1) of the County Government Act, 2012.

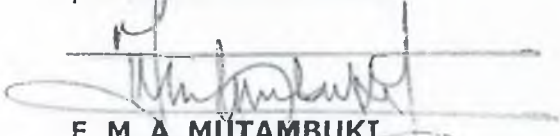
The County Service Board was established under Section 12 of the County Governments Act (2012) and is responsible for the following in line with Section 11 of the County Assembly Service Act (2017): -

- (a) direct and supervise the administration of the service and facilities provided by, and exercise budgetary control over, the Service;
- (b) determine and review the terms and conditions of service of persons holding or acting in the offices of the Service;
- (c) initiate, co-ordinate and harmonize policies and strategies relating to the development of the Service;
- (d) initiate programmes —
 - i. for training and capacity building of members and staff of the county assembly and other persons;
 - ii. that promote ideals of parliamentary democracy as set out in Article 127(6)(d) of the Constitution; and
 - iii. that promote public awareness and participation in the activities of the county assembly; and
- (e) Do such other things as may be necessary for the well-being of the members and staff of the county assembly.

The Human Resource Policies and Procedures Manual has been issued with the approval and authority of the KCASB pursuant to County Assembly Service Act (2017) Section 11 (c). It covers various human resource activities, ranging from recruitment to separation. The manual shall be made accessible to all new employees at employment to enable them to understand clearly their roles and obligations while in the employment of the Assembly and to all existing employees as reference tool.

While the manual attempts to cover comprehensively all the HR Policy issues, it is imperative that it is read together with the relevant Acts of parliament, government directives, circulars and other documents as well as other internal policies affecting the HR Management Practice in the Assembly.

All Kitui County Assembly employees shall be required to comply with the policies and procedures in the Manual



E. M. A. MUTAMBUKI
Clerk of Assembly/Secretary, CASB

DEFINITION OF TERMS

TERM

MEANING

Allow

Means to accept an appeal or review

Appeal

Means to apply for the re-examination of a decision or process

Appellant

Means an individual/organization appealing against a decision or process that is thought to be incorrect or unfair

Officer/Employee

Officer means the staff of the County Assembly.

Board

Means the Kitui County Assembly Service Board established under section 12 of the County Governments Act

Bondee

Means an employee who is serving a training bond obligation

CASA

Means the County Assembly Service Act, 2017

Chairperson

Includes the Vice-Chairperson or any other member of the Board when discharging the functions of the Chairperson

Children

Means the biological offspring or legally adopted child under the age of twenty-five (25) years who are unmarried and are wholly dependant on the officer. For purpose of records, the names of the children must be declared at the time of birth or adoption if it occurs during employment in the Assembly Service. Copies of birth certificates or legal adoption papers will be required in either case

Clerk

Means the Clerk of the County Assembly

Code of Conduct	Means the code of conduct of the County Assembly Service prescribed by the Board under Chapter six (6) of the Constitution
Constitution	Means the Constitution of Kenya (2010)
Consultative Committee	Means a forum for co-operation and negotiation between the KCASB as an employer and trade union
County Assembly Service Board	Means the County Assembly Service Board established under Section 57 of the Country Government Act (2012)
County	Means a County established under Article 6 (1) of the Constitution and specified in the First Schedule.
Criminal offence	Means a misconduct that breaches governing laws or rules
Disallow	Means to reject an appeal or application for review
Disciplinary Action	Means lawful outcome of a disciplinary process
Discipline	Means conforming to service rules and regulations which prescribe expected conduct and behavior of individual officers
Extended Family	Includes parents, brothers and sisters of an officer
Fund	Means the County Assembly Fund established under Section 34 of CASA, 2017.
Interdiction	Means barring an accused officer from performing official duties to give room for further investigation of a case.
Leave Year	Means the period commencing 1st January to 31 st December of each calendar year

Major offence	Means a serious crime which upon conviction the imprisonment is over six (6) months
Medical Practitioner	A physician or a surgeon
Minor offence	Means any crime which upon conviction the imprisonment is six months or below
Next-of-Kin	Means the name of the person declared by the officer for the purpose of contact during emergency and in case of death
Nuclear/Immediate Family	Means the officer, declared spouse(s) and children
Office	In relation to the Service, means a paid office as an employee of the Service, not being the office of a member of the Board, or a part-time office, or an office the emoluments of which are payable at an hourly or daily rate
Penalty	Means a punishment imposed for a violation of law or rule
Pro-rata	Means computation of benefits for the period served in relation to the full-term entitlement
Public Officer	Means officer with respect to Article 260 of Constitution of Kenya (2010). It may be used interchangeably with Officer.
Reimbursable Allowances	Means those allowances where an officer gets refund on the expenditure incurred in the course of duty
Remunerative Allowance	Means those allowances paid to an officer, in addition to salary as a form of compensation for additional responsibilities

Salary	Means basic salary unless the context expressly states otherwise
Secretary	Means the Clerk of the County Assembly or in the absence of the Clerk, the person exercising the functions of the Clerk
Service	Means the County Assembly Service established with respect to each County assembly under section 4 of the County Assembly Service Act, 2017.
Services and facilities	Includes all means by which members and staff of the County Assembly are officially assisted in performing their legislative duties
Speaker	Means the Speaker of the County Assembly
Spouse	Means a declared legal marriage partner of an officer specified under the Marriage Act or in accordance with the relevant Customary Law
State Officer	Means a person holding a State Office as per Constitution of Kenya 2010.
Surety	Means a person who formally accepts responsibility to locate a bondee and/or redeem the bond obligation of a bondee who defaults or appears in a court of law in respect of the same
Suspension	Barring an accused officer from performing the functions of a public office on account of gross misconduct or conviction of a serious criminal offence pending finalization of a case
Tour of Service	Means the period of employment contract in the County Assembly Service Board to a foreign employee

Training Bond

Means formal agreement between the County Assembly and an employee who is selected for approved training that oblige him/her to serve in the County Assembly Service Board for a specific period of time on completion of training

ABBREVIATIONS

Abbrev	In Full
KCASB	Kitui County Assembly Service Board
CBA	Collective Bargaining Agreement
CGA	County Governments Act (2012)
CPF	County Pensions Fund (formerly known as LAPTRUST)
D/HR&D	Director Human Resources and Development
IPPD	Integrated Payroll and Personnel Database System
LAPF	Local Authority Pensions Fund
NSSF	National Social Security Fund
PAS	Performance Appraisal System
PMS	Performance Management System
PSC (K)	Public Service Commission of Kenya
SAC	Staff Advisory Committee
SRC	Salaries and Remuneration Commission
TA	Transition Authority
WCPS	Widows and Children Pension Scheme

SECTION 1: GENERAL INFORMATION

1.1 AIMS and Objectives of the Manual

The HR Policies and Procedures Manual shall be an important document for guiding and regulating the relationships between the employer and employees of the County Assembly of Kitui.

The aims and Objectives of the manual shall be to: -

- (a) Provide clear HR Policies and working guidelines that shall govern the optimal utilization of the County Assembly's Human Resource towards achieving its goals and objectives.
- (b) Create effective HR procedures in the Assembly through adopting sound HR Policies, issuance of clear instructions, fairness and equity in reward systems, usage of effective communication and efficient conflict resolution.
- (c) Bring to order a number of administrative and operational procedures to ensure a mutually understood working relationship.
- (d) Guide the HRM practice in the County Assembly by setting out standards of performance and efficiency.
- (e) Ensure consistency in the HRM practice by providing reference material for management and employees in their day-to-day work.
- (f) Be a resource material for training of the existing and new employees of the Assembly on the HRM practice.

1.2 The Kitui County Assembly Service Board's undertaking

The KCASB therefore undertakes to: -

- (a) Exercise equity in carrying out all HR Management functions. It shall in all circumstances treat all its employees with fairness, justice and provide equal opportunities for employment, promotion and development in general;
- (b) Strive to improve the quality of working life of employees by creating a conducive environment that shall enable them derive satisfaction from the job situation; and

- (c) Endeavour as much as possible to provide healthy, safe and pleasant working conditions for employees.

1.3 Legal Framework

The HR policies and procedures set out in this manual shall apply subject to the provisions of relevant Labor Laws, National Governments' directives and other legally binding arrangements.

1.4 Scope of the Manual

The Manual shall deal with policies and procedures for HRM Function in the County Assembly of Kitui.

1.5 The interpretation

The interpretation of the Manual shall be the responsibility of the Clerk. However, in the event of a conflict with any other statute, an appeal may be made to the KCASB for determination.

SECTION 2: ORGANIZATION OF THE COUNTY ASSEMBLY SERVICE BOARD

2.1 Functions of the County Assembly Service Board

The County Assembly Service Board is established Under Section 12 of the County Governments Act (2012). Pursuant to Section 12(7) County Governments Act (2012), the County Assembly Service Board is responsible for: -

- (a) Providing services and facilities to ensure the efficient and effective functioning of the County Assembly;
- (b) Constituting offices in the County Assembly service and appointing and supervising office holders;
- (c) Preparing annual estimates of expenditure of the County Assembly Service and submitting them to the County Assembly for approval, and exercising budgetary control over the service;
- (d) Undertaking singly or jointly with other relevant organizations, programs to promote the ideals of parliamentary democracy and;
- (e) Performing other functions: -
 - i. Necessary for the wellbeing of the members and staff of the County Assembly or;
 - ii. Prescribed by National Legislation.

2.2 National Values and Principles of Governance

In discharging their functions, the National and County Governments are guided by the National Values and Principles of Governance. The National Values and Principles of Governance include: -

- (a) Patriotism, national unity, sharing and devolution of power, the rule of law, democracy and participation of people;
- (b) Human dignity, equity, social justice, inclusiveness, equality, human rights, nondiscrimination and protection of the marginalized; and
- (c) Good governance, integrity, transparency and accountability; and sustainable development.

2.3 The Values and Principles of County Assembly Service

The Values and Principles of Public Service as set out under Article 232 (1) of the Constitution. In addition to the National Values and Principles of Governance set out in Article 10 of the Constitution and the values and principles of Public Service set out in Article 232 (1) of the Constitution, the Service shall uphold the following values: -

- (a) The fostering of peace;

- (b) The provision of non-partisan and impartial advice and services to the county assembly, its committees and its members;
- (c) The maintenance of honesty, accountability and integrity in the delivery of services, having regard to the principles of political neutrality, professionalism, economy, efficiency, equality and fairness, courtesy and discipline;
- (d) The provision of a workplace that recognizes the diverse backgrounds of the employees of the service and promotes national integration;
- (e) The maintenance of the spirit of co-operation in the workplace based on consultation and communication;
- (f) The provision of a fair, flexible, safe and rewarding workplace;
- (g) The inspiration of public confidence in and respect for the county assembly;
- (h) The fostering of understanding and co-operation between the county executive and the county assembly in the context of their autonomy and complementarity; and
- (i) Such other values as the Board may prescribe from time to time.

2.4 Committees within the County Assembly Service of Kitui

There shall be various committees to handle operational matters at the County Assembly of Kitui. These include:

i. Management Committee

(a) Composition

The Management Committee shall consist of the Clerk, the Deputy Clerk, Heads of departments and such other officers as the Board may determine.

(b) Function

The KCASB shall establish a committee to be known as the Management Committee which shall be responsible for advising the KCASB on matters relating to the functions and powers of the Board under Sections 11 and 12 of the County Assembly Services Act (2017).

ii. Staff Advisory Committee

(a) Composition

Staff Advisory Committee comprises of Deputy Clerk and heads of departments and shall be responsible for advising the Board.

(b) Function

The Board shall establish a committee to be known as the Staff Advisory Committee which shall be responsible for advising the Board, through the Committee, on matters relating to staff including: -

- i. Appointment, including acting appointment, promotion and transfer of employees;
- ii. Confirmation in appointment of an employee on probation or the extension of the probationary period of an employee;
- iii. Termination of the appointment of an employee;
- iv. Compulsory retirement of an employee who has reached the age at which he can lawfully be required to retire from the Service;
- v. Retirement of an employee on the ground of ill health;
- vi. Interdiction of an employee;
- vii. Suspension of an employee;
- viii. Stopping, withholding or deferring the normal increment of an employee;
- ix. Stopping the pay or salary of an employee;
- x. Reprimanding an employee; and
- xi. Reduction in the rank or seniority of an employee.

iii. Other Committees will include

1. Performance Management Committee
2. Training and Development Committee

2.5 Communication of KCASB Decisions

- (a) The decisions of the KCASB shall be communicated through the Secretary, KCASB (the Clerk of the Assembly).

SECTION 3: RECRUITMENT, SELECTION AND APPOINTMENT

This section provides for rules governing recruitment, appointment, confirmation and promotion of officers. It also provides guidelines on remuneration, transfer of service and secondment of officers from one organization to another and other related matters within the KCASB.

3.1. Categories of Appointment

Appointments within the Kitui County Assembly Service Board are categorized as indicated below: -

- (a) **Permanent and Pensionable** - These are appointments on long-term employment. Officers on these terms shall join the Pension Scheme which has been approved by KCASB upon confirmation to permanent and pensionable terms after the stipulated probationary period.
- (b) **Short-term appointment (temporary) hourly or daily wages**- these are hourly or daily appointments. Temporary workers shall be engaged only on urgent short-term tasks with the approval of the KCASB. Casuals should be on daily wage basis. The Temporary workers shall be hired on piece rate or time rate jobs and should be paid in accordance with Statutory Wages Regulations Orders issued by the National Government from time to time.
- (c) **Contract/Medium Term Appointment (1 - 5 years' renewable contract)**
These are appointments with defined contract period. Appointment on contract terms shall apply to employees appointed to undertake assignments within a specified time period. The period of a contract agreement shall not exceed five (5) years but may be renewed by the KCASB for a further period of five (5) years subject to demonstrable performance and other terms of the contract.

Appointment on contracts terms will be made under the following circumstances:

- i. Where vacancies cannot be filled on permanent and pensionable terms because they are not on the Assembly's approved establishment;
- ii. Where persons to be appointed may not qualify for pension as per the respective pension scheme;
- iii. Where officers are appointed to serve on fixed term projects;
- iv. Where capacity is lacking in the County Assembly service for specific skills required;

The appointment of contract staff may also apply to: -

- i. Personal staff of specified State Officers as determined by the KCASB from time to time. Such staff shall serve during the tenure of the state officers;
- ii. Appointment of officers on contract and renewal of such contracts shall be made on authority of the KCASB;
- iii. The Clerk shall report to the KCASB all cases of appointment on contract terms which require renewal at least three (3) months before expiry of such contracts;
- iv. An officer serving on contract, and whose services are still required, will be informed in writing at least three (3) months before the expiry of the contract;
- v. On acceptance of the offer, the case will be referred to the KCASB for renewal; and
- vi. An officer serving on medium-term appointment, and whose services are still required, will be informed in writing at least three (3) months before the expiry of the contract. On acceptance of the offer, the case will be referred to KCASB for consideration.

3.2 Human Resource Plans

- (a) KCASB shall prepare Human Resource Plan to support achievement of goals and objectives in her Strategic Plan. The plan shall be based on comprehensive Job analysis and shall be reviewed every year to address emerging issues and needs.
- (b) On the basis of the Human Resource Plan, KCASB shall be required to develop annual recruitment plan at the beginning of each financial year to enable it plan to fill the vacancies.

3.3 Non-Discrimination

The County Assembly of Kitui shall: -

- (a) Promote equality of opportunity in employment and will not discriminate directly or indirectly against an employee on the grounds of race, color, sex, language, religion, disability, pregnancy, mental status, HIV status, and in respect of recruitment, training, promotion, terms and conditions of employment, termination of employment or any matters arising out of employment.
- (b) Ensure that not more than two-thirds of vacant posts are filled by either gender in the KCASB.

- (c) Ensure that at least thirty percent of the vacant posts at entry level are filled by candidates who are not from the dominant ethnic community in the County.

3.4 Equal Opportunity Employer

This policy prohibits discrimination in hiring, compensation and benefits levels or career advancement opportunities on the basis of: sex, race, color, language, political or other opinion, age, nationality, ethnic or social origins, social status, and attitude to religion, sexual orientation, disability, pregnancy, mental status, marital status, HIV status, beliefs or membership of associations.

3.5 Recruitment

- (a) Recruitment will be guided by the values and principles of the public service spelt out in Article 232 of the Constitution.
- (b) In recruitment, the County Assembly of Kitui will ensure that the staff appointed into the County Assembly service has the necessary skills, knowledge and attitude to deliver efficient and effective services.
- (c) Recruitment will be undertaken on the basis of competition and merit, representation of county's diverse communities, adequate and equal opportunities to all gender, youth, persons with disabilities and minorities.
- (d) In the recruitment process, due consideration will be given to: -
 - i. appropriate organizational structure and optimal staffing levels;
 - ii. Schemes of Service / Career Progression Guidelines;
 - iii. Internal sourcing.

3.6 Declaration of Vacancies

- (a) The Clerk shall declare all vacant posts to the KCASB in accordance with the procedures set out in the County Governments Act (2012).
- (b) All vacancies shall be declared in a prescribed format which shall include: the designation or position, the number of vacancies; when the vacancy occurred; whether the vacancy is within the authorized establishment, terms of service and any other relevant details that may be requested by the KCASB.

3.7 Advertisement of Vacant Posts

KCASB will advertise all vacant posts in a manner that reaches the widest pool of potential applicants in order to attract the most suitable candidate and allow for at least 21 days

before closing the advert. However, employees working with the Assembly shall be given the first priority.

The advert shall have the following details;

- i. The title of the post
- ii. Number of vacancies
- iii. Job description
- iv. Person Specification
- v. Proposed remuneration
- vi. Terms of Service

3.8 Application for Employment

A candidate applying for employment shall do so online or manually by completing the prescribed KCASB form.

3.9 Selection Process

Selection will be undertaken on the basis of fair competition and merit; representation of Kenya's diverse communities; adequate and equal opportunities to all gender, youth, members of all ethnic groups, persons with disabilities and minorities.

It should be noted that: -

- (a) Different selection methods including and not limited to; competency-based interviews, group exercises, written skills test, aptitude tests, psychometric tests, use of assessment centers or presentations among others can be used during the selection process
- (b) In the recruitment process, due consideration will be given to:
 - i. Vacancies within authorized establishment.
 - ii. Schemes of Service / Career Progression Guidelines.
- (c) In the selection process, the KCASB will ensure that the staff appointed into the County Assembly service has the necessary skills, knowledge and attitude to deliver efficient and effective services.
- (d) All assessments will be overseen by officers from the Human Resource Department.

3.10 Considerations during Appointments

- i. In selecting candidates for appointment, the KCASB will consider;
 - (a) The standards, values and principles set out in Articles 10, 27 (4), 56 (c) and 232 (1) of the Constitution;

- (b) The prescribed qualifications for holding or acting in the office;
- (c) The experience and achievements attained by the candidate;
- (d) The conduct of the candidate in view of any relevant code of conduct, ethics and integrity;
- (e) The need to ensure that at least thirty percent of the vacant post at entry level are filled by candidates who are not from the dominant ethnic community in the county;
- (f) The need for open and transparent recruitment of County Assembly Service officers; and
- (g) Individual performance during the interview.

- ii. In determining whether an appointment has been undertaken in a fair and transparent manner, the overriding factors shall be merit, fair competition and representation of the diversity of the County

3.11 Interviews and Selection

- (a) The interview panel will determine the most appropriate assessment method for each position.
- (b) The choice of the selection method will depend on the level and needs of the job, recruitment budget and the time available.
- (c) When all candidates have been interviewed, the interview panel will rank them, prepare a report and recommend the best person(s) for consideration and approval by the KCASB.

3.12 Offer Letter

Upon Approval by the KCASB, the Clerk will communicate in writing to the successful candidate of the decision of the Board through an employment offer letter which may be accepted or rejected by the candidate within the stipulated time.

3.13 Acceptance /rejection of an Offer

Where the successful candidate accepts the offer in writing, the Clerk shall issue an appointment letter specifying the terms and conditions of service. In case of rejection of the offer the position will be re-advertised.

3.14 Medical Examination

Before an officer is appointed to the Kitui County Assembly Service, he/she must be medically examined by a medical practitioner using the prescribed form.

3.15 Appointment Documents

- (a) A candidate on first appointment shall provide copies of the following documents:
- i. National identity card;
 - ii. Birth Certificate;
 - iii. KRA tax PIN;
 - iv. Original academic and professional certificates duly certified by the issuing authority;
 - v. Certificate of good conduct from the Directorate of Criminal Investigations;
 - vi. Clearance certificate from Higher Education Loans Board (HELB) if applicable;
 - vii. Tax compliance certificate from Kenya Revenue Authority (KRA) if applicable;
 - viii. Clearance certificate from the Ethics and Anti-Corruption Commission (EACC) if applicable;
 - ix. Two Colored Passport size photograph;
 - x. Marriage certificate if applicable
 - xi. Bank account details
 - xii. And any other document that may be viewed as relevant from time to time.
- (b) The officer shall fill a Bio data form detailing the next of kin and Beneficiaries.
- (c) The Officer shall also make an initial declaration of income, assets and liabilities by completing the prescribed forms.
- (d) The KCASB shall ensure that the documents are authenticated before issuing of the appointment letter.

3.16 The appointment letter shall indicate:

- i. The name of the Employer;
 - ii. The name of the Employee;
 - iii. The substantive job title;
 - iv. The date of commencement of employment
 - v. Basic salary;
 - vi. Remunerative allowance
 - vii. Annual leave entitlement;
 - viii. Pension benefits
 - ix. Probationary period;
 - x. Notice due for termination of employment;
 - xi. Refer the employee to other documents from which s/he could access;
 - xii. Detailed or additional information on the terms and conditions of service.
- (a) On reporting, an employee shall be issued with a payroll number.

- (b) A copy of the job description relevant to the position shall be issued to the employee immediately s/he reports on duty.

3.17 Probation

3.17.1 Appointment on probation to permanent and pensionable terms

- (a) An officer shall be put on probation for a period of 6 months as provided for in the Employment Act (2007).
- (b) An officer appointed on probation shall be regarded as being on trial with a view to learning his work and being tested as to his suitability for it. It is the duty of the supervisors to ensure that every employee on probation is given adequate opportunities to qualify for confirmation in appointment.
- (c) At least one month before the expiry of the probationary period, the Clerk shall consider in the light of the reports on the officer's conduct, capabilities and performance whether or not the employee is suitable for confirmation.
- (d) If suitable, an employee appointed to the Service in a pensionable post will be confirmed in appointment and admitted into the permanent and pensionable establishment on completion of the probationary period.
- (e) Where an officer's conduct and performance are unsatisfactory, he shall be informed in Writing and the probation period may be extended to a maximum period of three (3) Months subject to the category of employment.
- (f) Should the employee's performance fail to improve on expiry of the extended probation Period, his services shall be terminated.

3.17.2 Medium-term Appointment

- (a) Where vacancies cannot be filled on permanent and pensionable terms due to unavailability of suitable persons or where vacancies exist in the non-pensionable establishment (such as in development projects), candidates may be recruited to fill such vacancies on medium-term contract appointment.
- (b) An officer serving on medium term contract, and whose services are still required, will be informed in writing at least three (3) months before the expiry of the

contract. On acceptance of the offer, the case will be referred to the KCASB for renewal.

- (c) Contract employment will be kept to a maximum period of five years. Contracts can be renewed for another period of five years once.

3.18 Employment of Temporary Workers

- (a) Temporary workers shall be engaged only on urgent short-term tasks with the approval of the KCASB. Temporary workers shall not be engaged for more than three months.
- (b) The temporary workers shall be hired on piece rate, time rate jobs and should be paid in accordance with Statutory Wages Regulations Orders issued by the Government from time to time.

3.19 Promotions

Promotion of an officer to a higher scale shall be subject to the existence of a vacancy in the approved establishment, performance, qualifications and experience of the officer and shall be made by the KCASB on the recommendation of the Staff Advisory Committee.

It should be noted that: -

- i. In selecting candidates for promotion, there will be reference to merit and ability as reflected in work performance and results, as well as seniority, experience, and academic or professional qualifications.
- ii. Recommendations for promotion shall be made by the candidate's supervisor to the KCASB through the Staff Advisory committee.

3.19.1 Dates of Promotion

- (a) The effective date of the officer's promotion will be the date determined by the KCASB minutes approving the promotion. The KCASB resolution on the promotion date shall not be backdated beyond three months from the date of the meeting.
- (b) If an officer has been appointed by KCASB to act in a position and is subsequently promoted to it without any interval between the appointment in an acting capacity and the date of his substantive promotion, the effective date of promotion will be the date on which he/she commenced to act.
- (c) The principles set out in this regulation will apply to positions on which the KCASB has delegated its powers to the Clerk.

3.20 Re-designation

- (a) Where an officer is re-designated from one cadre to another, the re-designation will be on a horizontal scale/grade and subject to requisite provision of the various schemes of service.
- (b) An Assembly officer shall not be re-designated to hold or act in an Assembly office if: -
 - i. The office is not vacant;
 - ii. The Assembly officer does not meet all the qualifications, except for experience at a lower grade in the relevant cadre, attached to the Assembly office;
 - iii. The decision to re-designate the officer may disadvantage any Assembly officer already serving in the relevant cadre; or
 - iv. The officer has not consented to the re-designation
- (c) Suitability interview shall be conducted for officers who are moving from one cadre to another;
- (d) Suitability Interview shall not apply for posts which fall within the same job family,
- (e) If a KCASB officer is re-designated, the officer shall not in any way suffer reduction in remuneration.

3.21 Transfer of Service & Secondment

3.21.1 Transfer of Service

- (a) Approval of transfer of service to and from one County Assembly Service to another or other public entity shall be the mandate of the KCASB.
- (b) An officer can only be considered for a transfer if the service of the other administration in which he has applied for appointment, has been declared to be 'Public Service' for the purposes of the pensions.
- (c) Where an officer is appointed to a pensionable post under the pension arrangement other than the Pensions Act Cap 189, the officer will be eligible for pension benefits as provided for in that pension's arrangement.

3.21.2 Secondment to the Kitui County Assembly Service

- (a) Secondment of officers from other organizations to the County Assembly Service will be approved by the KCASB.
- (b) Any issue of discipline should be reported back to the original employer of the seconded officer.
- (c) Performance standards shall be based on targets set at the Assembly.

- (d) Annual increment of a seconded officer will be guided by the seconding organization.
- (e) The seconded officer will be eligible for promotion from the seconding organization.

3.21.3 Secondment from the Kitui County Assembly Service

- (a) Secondment of officers from the Kitui County Assembly Service to other organizations shall be arranged for period of not more than three years and may be renewed for one further term.
- (b) Secondment to other organizations will be confined to pensionable officers.
- (c) Approval for secondment will be granted by the KCASB. To maintain the officer's pensionable status, the officers or the organization to which the officer is seconded to will be required to make pension contribution at the rate of 31 percent of the officer's pensionable salary to the County Assembly Service during the term of secondment. Due consideration shall be taken of any notional annual increments to which he may be entitled.
- (d) Officers on secondment will be paid their salaries and other allowances as well as medical cover by the organizations in which they are seconded.

3.22 Working Hours

Official working hours shall be 8.00 a.m. to 1.00 p.m. and 2.00 p.m. to 5.00 p.m. Mondays to Fridays. However, employees might be required to work outside working days and or hours to meet the exigency of the Service's business.

SECTION 4: TERMS AND CONDITIONS OF SERVICE

This part of the County Assembly Service Human Resource Manual contains sections that provide guidelines on Salary, Allowances, Benefits, Leave, Health and Safety, Exit from the service and Terminal benefits, and pension schemes.

Terms and conditions of service are the rights and obligations of an employee and an employer in the employment contract.

The County Assembly of Kitui is committed to ensure that the terms and conditions of service in the county Assembly Service are competitive in order to attract, motivate and retain a skilled and productive workforce that ensures quality service delivery.

The KCASB strategy is to position its compensation system at competitive levels and in accordance with the stipulations and guidance of the Salaries and Remuneration Commission.

4.1 Remuneration & Benefits

4.1.1 Payment of Salary

- (a) On appointment, an officer will be paid full salary from the date of assumption of duty.
- (b) All officers will be paid salary on monthly basis in Kenya currency through their respective bank accounts.
- (c) Public officers shall not over-commit their salaries beyond two thirds (2/3) of their basic salaries and the Head of Human Resource Department should ensure compliance.

4.1.2 Salary Structure

- (a) The County Assembly Service salary structure will be based on the grading levels spelt out in the career progression guidelines and job evaluation and will be reviewed from time to time taking into consideration cost of living, availability of funds, performance level of staff and collective bargaining agreements as advised by the SRC from time to time.

(b) On first appointment, an officer will enter the salary structure at the minimum point of the respective salary scale. However, an officer may be granted incremental credit for previous relevant experience at the rate of one increment for each complete year of approved experience provided the maximum salary of the Job Group assigned to the post is not exceeded. The grant of increments for relevant experience will be subject to the following conditions: -

- i. Incremental credit will only be granted in respect of approved experience gained after acquiring the requisite minimum qualifications for the grade. In granting incremental credit, any period of service or experience stipulated as a basic requirement for appointment or promotion to a particular grade will be excluded;
- ii. Incremental credit will be granted only for previous approved experience in the type of work upon which an officer will be employed on his appointment to the particular grade;
- iii. Incremental credit may not be granted on appointment to promotional posts, i.e., posts to which an officer would not normally be appointed if he had joined the County Assembly Service immediately after completing his education; and
- iv. Incremental credit may be given for the number of years of aggregate approved experience, periods in excess of full years being ignored.

4.1.3 Annual Incremental Dates

The first date of the month shall be an incremental date. An officer's annual incremental date shall be the first date of the month one is appointed.

4.2 Determination of Salary on Promotion/Upgrading

- (a) If the salary of an officer who is promoted to a higher Job Group is less than the minimum of the salary scale attached to the higher Job Group, he will enter the scale of the higher Job Group at the minimum point of the scale on the effective date of his promotion/upgrading. His future incremental date will be the following year on the 1st date of the month in which the officer was promoted.
- (b) If, however, the salary of an officer on the day preceding the effective date of his promotion is one point immediately below the minimum of the salary scale attached to his new Job Group and if that officer was earning an annual increment, he will receive the minimum salary scale attached to his new Job Group on the effective date of his promotion and retain his former incremental date.

- (c) If on the effective date of promotion/upgrading the officer was already within the higher salary scale but the officer had not attained the maximum point of his current salary scale, the officer will enter the higher salary scale, at the point next above his current salary on the effective date of his promotion/upgrading and the officer will retain his former incremental date, i.e. Incremental date immediately prior to his promotion.
- (d) If on the day preceding the effective date of his promotion, he had attained the maximum point of the salary scale attached to his former Job Group and his service at that salary amounted to less than one year, he will enter the salary scale attached to his new Job Group from the effective date of his promotion at the point next above his salary. His future incremental date will be the 1st date of the month in which the officer was promoted.
- (e) If on the effective day of the promotion an officer had served at the maximum salary point of his present salary scale for one (1) year but less than two (2); the officer will enter the next salary point above his salary and will retain his former incremental date prior to reaching his maximum salary point.
- (f) If on the effective day of the promotion an officer had served at the maximum salary point of his present salary scale for two years but less than three years, the officer will be granted two (2) salary increments at the point above his salary. His future incremental date will be the 1st date of the month in which he was promoted.
- (g) If on the effective day of the promotion an officer had served at the maximum salary point of his present salary scale for three years and above, the officer will be granted three (3) salary increments at the point above his salary. His future incremental date will be the 1st date of the month in which he was promoted.

4.3 Determination of Salary of an Officer Transferred from another Organization

- (a) The salary of such an officer will be determined by application of the provisions of this manual as it relates to vacancies.
- (b) However, where an officer from another Government organization has been identified for a particular assignment and his salary is higher than the salary

applicable to the relevant grade, the case will be referred to the KCASB for determination.

4.4 Conditions for the Grant of Annual Increments

- (a) An officer serving on an incremental scale is entitled to receive an annual increment save for unsatisfactory performance of the officer or disciplinary measure which might warrant withholding /deferment of the annual increment.
- (b) In accordance with the KCASB regulations, "Seniority" of County Assembly officers shall be determined as follows: -
 - i. As between County Assembly officers of the same grade.
 - a) By reference to the dates on which they respectively entered the grade;
 - b) If the County Assembly officers entered that grade on the same day, reference to their seniority on the day immediately preceding that day;
 - c) If any County Assembly officers who entered the same grade on the same day did so by appointment and not by promotion (excluding promotion from a non-pensionable to a pensionable grade), then seniority relative to each other shall be determined by reference to their respective ages.
 - ii. As between County Assembly officers of different grades on different salary scales, by reference to the maximum point on their salary scale, a flat rate of salary being regarded for this purpose as a salary scale with a maximum point equivalent to the flat rate.

4.5 Advance of Salary

- (a) An advance of not more than one month's basic salary may be granted by the Clerk subject to one-third rule.
- (b) Only officers on permanent and contract terms of service are eligible for salary advance recoverable from the payroll.
- (c) Salary advance shall only be granted to officers to address emergency (unforeseen circumstances) and will only be given when the officer has no other outstanding salary advance.
- (d) In applying for the advance, the officer should explain in detail the circumstances leading to the situation which he could not have foreseen and therefore planned for.

(e) The Clerk in very exceptional circumstances, may grant an advance of not more than two (2) months basic salary in situations similar to those under emergence of this policy if he is satisfied that the officer needs assistance in excess of one month's salary advance.

(f) Salary advances will be granted not more than twice in any financial year.

(g) The recovery period for salary advance will be limited to a period of not more than Twelve (12) months. In respect of an officer who is due to leave the service before twelve (12) months, the advance must be fully recovered in equal installments within the remaining period of the officer's service period at the County Assembly.

4.6 Salary Deductions

(a) To ensure that officers do not over-commit their salaries, no salary deduction will be affected beyond two thirds (2/3) of an officer's basic salary.

(b) Officers should be cautious when taking credit facilities as this will lead to a reduction on the officer's earning.

4.7 Allowances

This Section outlines allowances which may be granted to officers in specific circumstances. While it may be considered that the salary attached to a post represents appropriate remuneration of its holder for proper and efficient performance of day-to-day duties, there are circumstances in which additional payments are warranted. Such additional payments are made in form of allowances, either to reimburse an officer for the expenses incurred directly or indirectly in the execution of his duties, or to compensate him for services rendered over and above the normal job requirements.

All the allowances shall be subject to the Salaries and Remuneration Commissions advice.

4.7.1 Entertainment Allowance

Some officers are from time to time required by the nature of their duties to provide hospitality and entertainment to official guests. To enable them meet such expenses, a non-accountable monthly entertainment allowance will be paid on the advice of the Salaries and Remuneration Commission.

4.7.2 Foreign Subsistence Allowance

(a) An officer who is required to travel on duty outside Kenya will be granted subsistence allowance at the daily rates notified to the Service from time-to-time.

- (b) The rates of subsistence allowance which are payable for each complete period of 24 hours commencing from the time of departure from Kenya are designed to meet the cost of accommodation at good, but not luxury class hotels, three meals a day including service charges, local travelling (such as taxi, bus or train fare), incidental expenses including any taxes and an element in respect of essential entertainment. In addition, travelling expenses incurred from the airport of disembarkation to a hotel or other residential place and vice versa, airport charges, fees for vaccination, visas and passport charges will be refunded
- (c) An officer travelling on duty abroad is normally expected to regularize his expenses within the standard rate of subsistence allowance. Nevertheless, in very exceptional circumstances, for example, when hotels are heavily booked during an international meeting and the officer has no choice of accommodation or when the standard rate of subsistence allowance is insufficient for any other justifiable reasons, consideration will be given by the Clerk for a refund of the additional expenses on production of receipted bills in respect of actual expenditure incurred.

4.7.3 Daily Subsistence allowance (Local Travel)

- (a) When an officer is travelling on duty and stays overnight away from his duty station and makes his own arrangements for accommodation, accommodation allowance shall be paid to him at the rates determined by the SRC from time to time.
- (b) Accommodation allowance will be paid for a maximum continuous period of thirty (30) days.

4.7.4 Acting Allowance

- (a) When an officer eligible appointment to a higher post he may be appointed to act.
- (b) The officer will be eligible for payment of an acting allowance at a rate of 20% of his monthly basic salary subject to the approval of the KCASB.
- (c) KCASB shall not approve acting appointment to take effect from a date earlier than three (3) months prior to the date on which the recommendation is submitted to the Board. These arrangements will apply in cases of acting appointment under the delegated powers.
- (d) When a substantive vacancy occurs and a recommendation for an acting appointment is being made to the KCASB, such recommendation should be accompanied by a draft indent for advertisement of the vacancy in question.

- (e) When a post falls temporarily vacant due to the absence of the substantive holder, an acting appointment should not be made unless the period of such absence exceeds thirty (30) days. A recommendation for an acting appointment for a period of thirty (30) days or less will be considered by the KCASB for those cases where the law or regulations require that, in the absence of the substantive holder of An Assembly office, the function of that Assembly office can be exercised only if another officer is appointed in an acting capacity.
- (f) Acting allowance will be paid when an officer acts in a higher post for a minimum period of thirty (30) days or when the acting appointment follows another within an interval of not more than fifteen (15) days and the actual duration of both acting appointments is thirty (30) days or more. Acting allowance will not be paid when an officer who has been appointed to act in a higher post is absent from duty for whatever reason for a period of more than thirty (30) days with exception of official duty.
- (g) An officer who is appointed to act in a higher post will be eligible for the duration of his acting appointment, for travelling privileges and other related ad hoc allowances, such as hotel or accommodation allowance. However, the officer will not qualify for house allowance or other remunerative allowances assigned to the higher post.
- (h) Acting allowances will not be payable to an officer for more than six (6) months and if need be, it must be procedurally renewed through KCASB. Such appointment shall be in writing.
- (i) Acting allowance will not be paid against common cadre posts.

4.7.5 Special Duty Allowance

- (a) When an officer is called upon to perform duties of a higher post but does not possess the necessary qualifications for appointment to that post, he will be paid special duty allowance at the rate of 15% of his monthly basic salary.
- (b) The payment of special duty allowance will also be subject to recommendation by the Staff Advisory Committee and approval by the Clerk.

- (c) When a post falls temporarily vacant due to the absence of the substantive holder, special duty allowance should not be paid to an officer performing duties of such a post unless the period of absence exceeds thirty (30) days.
- (d) Officers will not be called upon to perform duties of a post that is more than two (2) grades higher than the officer's substantive grade.
- (e) Special Duty Allowance will not be payable to an Officer for more than six (6) months.
- (f) Officers performing duties of a higher post under this regulation shall be eligible for allowances or travelling privileges applicable to the higher post.

4.7.6 Hardship Allowance

The County Assembly will determine the mechanisms of paying hardship allowance based on prevailing guidelines as issued by the Salaries and Remuneration commission from time-to-time.

4.7.7 Extraneous/Late Duty Allowance

Extraneous allowance/Late Duty Allowance will be payable to officers who will be required to work over and above the official working hours on a continuous basis. The rates will be as advised by the SRC, while eligibility for payment will be determined by KCASB.

4.7.8 Leave Allowance

All officers will be eligible for leave allowance once in a financial year which shall be paid through the payroll. The rate of leave allowance will be as advised by SRC from time-to-time.

Job Group	Rate
A-J	4,000
K-N	6,000
P-S	10,000

4.7.9 Commuter Allowance

- (a) All officers will be eligible for commuter/transport allowance provided they are not facilitated with Assembly transport. The rates of the allowances will be determined by the SRC from time-to-time.
- (b) It will be an offence for an officer in receipt of commuter allowance to use KCASB vehicle from his /her house to office and vice versa.

4.7.10 Transport Allowance

This will be administered in line with the transport policy.

4.7.11 Meal Allowance

- (a) Meal allowance will only be paid to officers travelling on duty within the county but who are not required to spend a night away from the permanent duty station.
- (b) Meal allowance will not be paid alongside accommodation allowance.
- (c) Meal allowance shall not be paid as a compensation for officers who are required to work beyond the official working hours. The rates will be determined by the SRC.

4.7.12 Trainers Allowance

Officers who are called upon to facilitate at workshops, seminars and conferences will be entitled to a Trainers allowance of Kshs. 5,000.00 per session or at such rates as may be approved by the KCASB from time to time.

4.7.13 Airtime Allowance

- (a) This allowance shall be payable to officers who due to the level of seniority hold responsibilities that require frequent communication. Senior Officers between scale 7 - 13 shall be eligible to Airtime payment.
- (b) The clerk of the Assembly advised by the Staff Advisory Committee shall determine other levels that may be of lower scale but require airtime facilitation due to the nature of their work.
- (c) The rates payable per month shall determine by KCASB and may be reviewed from time to time.

4.7.14 House Allowance

All officers are eligible for house allowance applicable to their grades as determined SRC circulars.

4.7.15 Other Allowances

Other allowances applicable as may be determined by SRC.

4.8 Benefits

4.8.1 Medical Benefits

KCASB as an employer shall make a provision for adequate medical care for its employees as guided by SRC.

- i. The medical cover shall be in respect of an officer and his declared nuclear family (One spouse, up to four biological or legally adopted children not exceeding twenty-five years).
- ii. The amount of the cover shall be determined by to SRC from time to time.
- iii. For the registration to an insurance company which has been awarded the tender, officers shall be required to produce original and copies of marriage certificates, affidavit, ID copy and birth certificates for dependants as applicable. For the adopted children, adoption papers will be required.

4.8.2 Medical Ex-gratia

- (a) The County Assembly will make provision for medical ex-gratia which is in aid of exceeded in-patient expense.
- (b) The ex-gratia will be reimbursed for the excess costs incurred with respect to in-patient cover.
- (c) Ex-gratia will be administered by the KCASB.

4.8.3 Management of the Scheme

The Scheme will be operated by a network of healthcare providers where employees and their dependants can access out-patient and in-patient treatment.

4.8.4 Sick off

- (a) An officer who is absent from duty on account of illness shall furnish a medical certificate to the Clerk through the Head of Human Resource within forty-eight (48) hours of absence.
- (b) When an officer is absent from duty owing to an illness not caused by his/her own neglect or misconduct, he/she shall be granted sick leave with pay for three months on full salary followed by a three months on a half salary; provided that the period of sickness shall be ascertained by deducting from the above period on the first day of his/her absence the aggregate of the period of absence, if any, due

to sickness during the twelve months immediately preceding the first days of absence. In aggregating the period of absence on sick leave, no account shall be taken for any absence on sick leave.

4.8.5 Occupational Benefits

The KCASB shall secure Group Life Insurance, Group Personal Accident and Work Injury Benefits Act (WIBA) Insurance for all the staff alongside the medical insurance cover.

4.8.6 Mortgage and Car Loan

(a) The car loan and mortgage scheme shall be administered as per the SRC circulars and regulations formulated by the KCASB and which may be reviewed from time to time.

(b) A Permanent and Pensionable officer of County Assembly of Kitui shall be eligible for car loan and mortgage as provided for in the scheme.

4.8.7 Last Expense

(a) In the event of death of an employee in service, KCASB shall meet the cost of a coffin, transport and pay Kshs 100,000 to the next of kin to assist in defraying funeral expenses.

(b) The KCASB shall provide transport of the deceased belongings to his home.

SECTION 5: LEAVE

Leave shall be granted for recuperative purposes to enable the officer renew his energies and improve efficiency. Leave is granted subject to the exigencies of service.

5.1 Categories of Leave

- (i) Annual Leave
- (ii) Maternity Leave
- (iii) Paternity leave
- (iv) Unpaid Leave
- (v) Compassionate Leave
- (vi) Leave for Sportsmen/women
- (vii) Sick Leave/ Convalescent Leave
- (viii) Terminal Leave
- (ix) Examination Leave
- (x) Study Leave
- (xi) Child Adoption Leave

5.2 Applications for Leave

Leave application shall be forwarded in writing to the Clerk of the County Assembly.

- (a) An officer will be eligible for annual leave at the commencement of a 'leave year' except in the case of a newly appointed officer who will be required to serve for a minimum of three (3) months before being granted annual leave.

- (b) "Leave year" will commence on 1st January up to 31st December the following year.

- (c) Annual leave excludes Saturdays, Sundays and Public Holidays.

- (d) All permanent officers will be entitled to thirty (30) days annual leave whereas those on contract will be entitled to twenty-one (21) days.

- (e) Annual leave is not accumulative. However, an officer may, if he so wishes, carry forward from one leave year to another not more than one-half of his annual leave entitlement. This arrangement is intended to enable an officer to reserve a portion of his annual leave to be taken in an emergency.

- (f) Annual leave must be taken within the leave year it falls due or forfeited. Deferment of annual leave from one leave year to another will not be permitted save in exceptional circumstances with the prior approval of the Clerk.
- (g) Annual leave for a newly appointed officer will be calculated on a pro-rata basis only for the year of his appointment.

5.3 Annual Leave

- (a) Leave may be taken with the recommendation of the Head of HR in liaison with the immediate supervisor and the approval of the Clerk.
- (b) Except in exceptional circumstances, annual leave may not be commuted for cash nor will unutilized leave days be claimed by dependants to the estate of a deceased officer.
- (c) Authorized Officers shall be responsible for authorizing commutation of leave for cash where leave is not taken due to exigencies of service.
- (d) Commutation of leave will be based on an officer's basic salary for the relevant leave year
- (e) If annual leave is interrupted by a recall, the officer will be eligible to the deferred balance of the interrupted leave days or may with the approval of the Clerk commute these leave days. The recall must be in writing and approved by the Clerk. Where an officer is unable to proceed on leave due to the exigencies of work, he/she may be allowed to commute his leave days.

5.4 Maternity Leave

- (a) Female officers shall be entitled to maternity leave in accordance with provision of section 29 of the Employment Act (2007) which stipulates that a woman officer shall be entitled to a three months maternity leave with full pay and shall not forfeit her annual leave.
- (b) Maternity leave may be taken approximately one month before expected day of confinement and an application for maternity leave should be submitted to the Clerk.

- (c) A female officer who is required to be absent from duty on account of confinement will be granted maternity leave with full salary for a maximum period of three calendar months exclusive of the annual leave due for the year.
- (d) The application for maternity leave should be supported by a medical certificate indicating the date on which maternity leave should commence.
- (e) Where the extension sought is on the account of the child's sickness the officer shall utilize annual leave days.
- (f) Immediately on expiry of maternity leave before resuming her duties a female employee proceeds on sick leave or with the consent of the employer on annual leave; compassionate leave; or any other leave.
- (g) The three months maternity leave shall be deemed to expire on the last day of such extended leave.
- (h) An officer who has lost the baby during birth will still continue with the Maternity Leave.

5.5 Paternity Leave

- (a) A male officer will be eligible for paternity leave for a maximum period of ten (10) working days during the period of the spouse's maternity leave.
- (b) Such leave shall be taken not more than once per year. An officer will be required to avail a birth notification confirming the maternity status of his wife.
- (c) For an officer with more than one wife he will be entitled to paternity leave only in respect of the wife registered under medical insurance cover.
- (d) Paternity leave shall not be deferred neither shall it be commuted for cash nor shall an officer qualify for payment of leave allowance.

5.6 Child Adoption Leave

- (a) An officer who has been granted adoption rights under The Children's Act and wishes to take leave for purposes of bonding and integrating the child in to the

family will be entitled to child adoption leave in accordance with the Employment Act, subject to production of an adoption order.

- (b) Where the adoption is by both the officer and spouse, and the spouse is also an employee in the service, child adoption leave will only apply to the female officer.

5.7 Unpaid Leave

- (a) Unpaid leave may be granted to an officer with the prior approval of the Clerk on the recommendation of the Head of Human Resources on the following grounds:

- i. Urgent private matters of exceptional nature not exceeding sixty (60) calendar days;
- ii. Officers whose spouses are posted to foreign missions during the term of the tour of service; and
- iii. Officers who are appointed to international organizations where they cannot transfer their service or be on secondment for a period not exceeding three (3) years.

- (b) Unpaid leave granted in accordance with this regulation will not be increment-earning and where necessary incremental date should be adjusted.

- (c) The period of unpaid leave will not be pension-earning.

- (d) There will be no provision for unpaid study leave in the Assembly Service.

5.8 Compassionate Leave

- (a) An officer will be eligible for compassionate leave in the event of serious illness or death of a parent, spouse, child or sibling.

- (b) An officer, who has exhausted his annual leave entitlement, may be granted compassionate leave for up to ten (10) working days in a leave year to be deducted from subsequent year.

5.9 Special Leave for Sportsmen

- (a) An officer who is selected to represent Kenya in National, Regional or International fixtures will be granted special leave with full salary for the necessary period of his training and subsequent participation in sports.

- (b) This special leave will not be counted against annual leave entitlement and will be authorized by the Clerk, in consultation with the State Department responsible for sports.

5.10 Sick Leave

- (a) Sick leave is the approved absence of an officer from duty on account of illness and includes weekends and public holidays.
- (b) A medical certificate signed by a medical officer must be produced in every case of absence on account of illness.
- (c) An officer may be granted sick leave subject to the maximum period indicated below, provided it is certified that there is a reasonable prospect of eventual recovery and fitness for duty:
 - i. All officers on pensionable or contract terms of service will be granted up to three months leave on full pay followed by three months on half pay.
 - ii. If the officer is unable to resume duty after six months of sick leave, the Clerk will refer the case to the County Director responsible for Medical Services to convene a medical board.
 - iii. Where the officer is incapacitated to the extent that he does not appear before a medical board, KCASB should make arrangement for the Medical Board to assess the case and advise accordingly.
 - iv. The officer will not be reinstated in the payroll on the expiry of the six months until his case is heard and determined.
- (e) Sick leave in excess of six (6) months will be approved by KCASB with the advice of the County Director for Medical Services who will decide if the officer should be examined by a Medical Board with a view to determining whether or not there is a reasonable prospect of eventual recovery and fitness for duty.
- (d) In exceptional cases of continued ill-health, the KCASB may on the recommendation of the County Director for Medical Services grant an extension of sick leave beyond the maximum periods indicated in (iv) above, with such salary as may be decided.

5.11 Terminal Leave

- (a) An officer who is due for retirement will be entitled in addition to his annual leave, thirty (30) calendar days leave pending retirement.

- (b) This leave must be taken a month preceding retirement or be forfeited. It will neither be commuted for cash nor will the officer qualify for additional leave allowance.

5.12 Examination Leave

- (a) This Leave shall be meant to facilitate officers to comfortably sit for their exams on approved courses as granted by the Training Committee.
- (b) An officer on an approved course shall be entitled to fourteen (14) days examination leave in a calendar year (January- December).
- (c) An officer with excess examination days will apply for annual leave days in order to comfortably sit for all his examination papers.
- (d) Application for examination leave should be accompanied with a certified copy of exam timetable.

5.13 Deferment/Commutation of Leave

- (a) The Clerk shall be responsible for authorizing deferment and commutation of leave for cash where leave is not taken due to exigencies of service.
- (b) Leave may not be commuted for cash nor will it be payable to dependants or to the estate in the event of an officer's death.
- (c) Commutation for leave will be basic salary divided by 30 days multiplied by the days accumulated/approved for commutation.
- (d) For staff on contract, the base factor will be 21 days instead of 30 days hence the commutation will be basic salary divided by 21 days multiplied by accumulated days as approved.
- (e) The above notwithstanding, officers should be encouraged to utilize their leave days in each year.

SECTION 6: TRAINING AND DEVELOPMENT

This section provides guidelines on how to plan, manage and coordinate training in the County Assembly Service. A culture of continuous learning will be encouraged as a way of developing Human capital in the Service.

The purpose of the training policy is to ensure continuous upgrading of core competencies, knowledge, skills and attitudes of Officers including their ability to assimilate technology to enable them create and seize opportunities for career growth, social advancement, economic growth and development.

KCASB will allocate training funds for financing the training programs. The funds will be used for job-related courses that enhance performance and service delivery.

All training will be based on identified training needs. All officers will have at least five (5) days training in a year while newly recruited or transferred officers must be inducted within three months of joining the County Assembly Service.

6.1 Training Committee

(a) There shall be a Training Committee appointed by the Clerk and composed of the following: -

- (i) The Deputy Clerk of Assembly who will be the Chair of the Committee
- (ii) Heads of Departments
- (iii) Secretary being the Head of HR Department

(b) The role of the Training Committee shall be to: -

- (i) To conduct a needs assessment survey among the employees to determine their specific areas for capacity building;
- (ii) To outsource the training needs assessment, if need be, upon the approval by the Clerk;
- (iii) To propose a training plan including proposed budget based on the results of the survey to be submitted to the Clerk for approval;
- (iv) To develop the training program to address the identified needs;
- (v) To oversee the training programs based on the approved training plan;

- (vi) To monitor the application of learning from the training program conducted and collect data/information on lessons learned; and
- (vii) To render annual report to KCASB through the Clerk on the training activities conducted and evaluated

6.2 Management and Co-ordination of Training

- (a) The Clerk shall be responsible for the management and coordination of training to ensure fairness and equity.
- (b) The Head of HR shall liaise with the chair of the Training and Development Committee on requests made by the departmental heads and individual officers.
- (c) She/he shall give the necessary advice on all training and development matters to individual officers, Training and Development Committee, and supervisors.
- (d) Nomination and selection for individual and group training shall be based on prioritized training projections.
- (e) Selection of trainees will be in accordance with national values and principals of governance, values and principals of public service. Leadership and integrity and the bill of rights.

6.3 Training Needs Assessment

- (a) Training Needs Assessment is a performance audit that generates and provides information to assess the inadequacy of knowledge and skills which inhibits an organization from attaining its objectives.
- (b) Training in the County Assembly Service shall be based on Training Needs Assessment which shall be conducted every two years.
- (c) County Assembly Directorates/Departments shall prepare training projections based on Training Needs Assessment report and recommendations to guide the training committee in nominating officers for training.
- (d) Selection of trainees for all training programmes will be based on identified needs and will emphasize on training for performance improvement that addresses individual and organizational goals.

6.4 Training Programme

- (a) Training programs comprise both short- and long-term courses in specific professions that are intended to impart required knowledge, skills and attitudes to enhance staff performance.
- (b) The training and Development Committee may design specific in-house training programs as a method of developing training interventions which address identified training needs. In addition, training may be provided under institutional training both locally and abroad.
- (c) In designing training programs, the HR in consultation with the Clerk should ascertain the availability of: -
 - i. Professional qualified and experienced trainers;
 - ii. Training programs that are cost-effective; and
 - iii. An effective evaluation and feedback system to assess the impact of training on Performance.
- (d) The County Assembly will continually develop its employees' professional knowledge and skills and encourage them to join relevant professional bodies. The Clerk shall establish mechanisms for supporting employees where the career guidelines require them to be members of a professional bodies.

6.5 Training Levy

- (a) Officers undertaking courses lasting more than four (4) weeks and above in local training institutions will be required to contribute to the cost of their training at the rate of ten percent (10%) of their basic salary per month for the duration of the course.
- (b) Officers attending courses lasting more than four (4) weeks in institutions outside the country will contribute at the rate of twenty percent (20%) of their basic salary per month for the duration of the course. This is regardless of whether the courses are sponsored by the Government of Kenya or by Development Partners through bilateral or multilateral arrangements.
- (c) Officers undertaking part-time or full time self-sponsored courses are however, exempted from paying the training levy.

- (d) The Clerk should ensure that the officers' training contributions are remitted in lumpsum for the duration of the course to the National Industrial Training Authority.

6.5 Induction Training

- (a) Induction and orientation training is expected to help an employee familiarize with the work environment and requirements.
- (b) KCASB shall conduct induction training within three (3) months for newly recruited officers and those who have joined on transfer, promotion and re-designation.

6.6 Eligibility for Training

- (a) An officer shall qualify for training upon completion of probation period.
- (b) An officer who attends a long-term course lasting six months and above will be required to work for two years before he/she can qualify for another long course.
- (c) Allocation of training will be considered on priority basis and subject to availability of funds.

6.7 Course Approval

The Clerk on recommendation of the training committee shall grant course approval to officers proceeding on authorized training in accordance with service regulations. Officers will be required to obtain course approvals before commencement of training.

6.7.1 Conditions for course approval

- (a) Relevance of the course to the officer's duties and responsibilities.
- (b) Availability of funds (If sponsorship is required.)
- (c) Course approval for all the courses must be obtained before commencement.

6.8 Sponsorship for Training

The staff are encouraged to take up self-sponsored programs.

6.9 Training Bond

- (a) The County Assembly of Kitui will enter into a formal agreement with serving officers proceeding on approved courses of training locally or abroad lasting six (6) or more months.

- (b) Period of the bond for courses lasting six or more months will be determined by the duration of the course as follows: -

Period of Training	Bonding Period
Six (6) months - 1 year	1 year
1 year – 2 years	2 years
3 years & above	As per the duration of the course but not exceeding five years

- (c) Bond period determined by the cost of training will not be less than one year and should not exceed five years.
- (d) The components of the bond amount may be determined by the mode of study and the sponsoring authority. For full-time sponsored officers, the bond amount will be the total cost of the training plus the total basic salary for the duration of the training.
- (e) In case of default, the bondee and/or surety will be required to redeem the bond amount in lump sum on pro-rata basis.
- (f) Details on the administration and implementation of the training bond are contained in the County Assembly Service Training Bond Guidelines.

6.10 Skills Inventory

- (a) County Assembly of Kitui head of HR will develop, update and maintain a skills inventory for all officers in the Assembly for purposes of identifying the available skills and the required skills in order to plan for training or recruitment to address the identified gaps and for succession management.
- (b) It will be the responsibility of the individual officer and their supervisors to ensure that their skills inventory is up-to-date.

6.11 Allowances for Sponsored Training

- (a) Officers undertaking long courses abroad will be paid respective countries' living allowance to cater for subsistence, accommodation, outfit and excess baggage.
- (b) Officers attending long courses on full time basis in local institutions and outside their duty stations will be eligible for living allowance.

- (c) Government sponsored officers attending, part-time, evening, sandwich and holiday module courses will not be entitled to a living allowance or stipend.
- (d) Officers sponsored by the Government to undertake courses at Government Training institutions are not entitled to any living allowance or stipend.
- (e) Other Allowances paid to officers undertaking courses locally and abroad are: -
 - i. Research Allowance;
 - ii. Dissertation/Thesis Allowance;
 - iii. Project Allowance;
 - iv. Book Allowance.

The applicable rates are as stipulated in circulars issued by Government.

6.11 Leave after Training

An officer who has been on training will be eligible for normal annual leave only for the year he resumes duty in addition to the leave days officially carried forward before proceeding on training.

6.12 Incidental Expenses

- (a) The County Assembly of Kitui will meet the cost of pre-departure, medical examination, visa, vaccination and inoculation while the officer will meet passport expenses for foreign training.
- (b) The County Assembly of Kitui will meet the cost of transport and traveling to and from the institution at which the course is held. However, the trainee will meet the cost of daily commuting between lodgings and place of study.

6.13 Donor Funded Courses

- (a) Where a short course is partially funded under bilateral agreement, the officer will be eligible for 25% subsistence allowance applicable to the designated country.
- (b) Where a medical insurance cover is not provided, the KCASB will meet the cost of the relevant medical insurance cover for the officer.

6.14 Workshops, Retreats and Conferences

- (a) Assembly officers attending workshops, retreats and conferences may be paid allowances at rates determined by SRC from time to time.

- (b) Workshops which are meant to review, develop and produce reports should be treated as retreats and should be for a maximum duration of ten (10) days.
- (c) The duration of workshops and conferences should not exceed three weeks. Any workshop and conference beyond three (3) weeks will be considered as a course and will be subjected to the stipulated provisions for courses.
- (d) No officer should be involved in more than one role in a seminar/workshop /conference at a given time.

6.15 Industrial Attachment

- (a) Industrial attachment is an important component of education and training. It provides attaches with opportunities to acquire practical aspects of their respective areas of specialization in a real work place environment. The government will support industrial attachment by providing opportunities to students in tertiary and higher education institutions.
- (b) Attachment will be undertaken during the course and the duration will be for a maximum period of three (3) months.
- (c) The attachment shall be in line with the values and principles of public service and the existing labor laws.

6.16 Internship

- (a) Trainees graduating from training institutions join the labor market with academic and theoretical approaches to work and hence require practical exposure in a real work environment.
- (b) The Public Service uses internship programmes as part of on-the-job training for the purpose of molding interns to become responsible citizens who will contribute effectively to the socioeconomic development of the country.
- (c) Internship programmes shall be guided by the relevant provisions of the Constitution, relevant professional bodies and other government policy guidelines and shall not exceed three (3) months except those interns whose duration for internship is governed by their professional/registration bodies.
- (d) Interns holding at least a Bachelor's degree from a recognized university shall be paid a monthly stipend of rates ranging from Kshs. 10,000 to Kshs. 25,000 and

Kshs. 4,000 as daily subsistence allowance (DSA) whenever the intern is required to undertake official assignments outside the assigned duty station

(e) Internship programmes shall be guided by budgetary provisions

6.17 Professional Bodies Membership

(a) Continuing professional development (CPD) is an essential part of most qualified trade mark practitioners' lives. Registered members need to be able to constantly build on their knowledge and keep up to date with developments.

(b) Most professional bodies are well placed to provide on-going updating of procedures and practice and the law.

(c) The County Assembly Service shall therefore endeavor to affiliate to the following professional bodies:

- i. Institute of Human Resource Management (Kenya)
- ii. Kenya Institute of Supplies Management (Kenya)
- iii. Institute of Certified Public Accountants (Kenya)
- iv. Institute of Certified Public Secretaries (Kenya)
- v. Public Relations Society of Kenya
- vi. Law Society of Kenya
- vii. Institute of Internal Auditors (Kenya)
- viii. Association of Fraud Examiners
- ix. Society of the Clerks at the Table (Kenya),
- x. Chartered institute of marketing and
- xi. Any other professional body established and recognized in Kenya.

(d) The KCASB will plan and ensure necessary provision and consequent subscription to the professional bodies to facilitate membership and Continuous Professional Development as applicable.

(e) For purposes of facilitation, an individual officer shall belong to only one professional body which should be relevant to his/her profession and his/her duties and responsibilities and have a national coverage.

(f) Those who will register with international professional bodies will pay for their annual subscriptions and course expenses.

- (g) The County Assembly of Kitui shall pay annual subscription fees and continuous professional development programs for its officers who are members of respective recognized professional bodies with a national coverage.

6.18 Career Development

- (a) The Assembly shall plan and implement career plans for its employees through education, training, attachment to the National Assembly, benchmarking with other County Assemblies and work experience. This exercise shall include internal mobility of employees through transfers and promotional advancement.
- (b) Employees may, in this regard, be transferred from one department to another or one committee to another to enable them be exposed to various work situations and to acquire different knowledge, skills and work experience as well as exposure to various operational activities, etc.
- (c) The Head of Human Resource Management Function shall, in consultation with other departmental heads and the approval of the Clerk, design succession plans for key jobs in the County Assembly.

SECTION 7: PERFORMANCE MANAGEMENT

This Section provides guidelines for Performance Management in the Assembly Service for enhancement of efficiency and effectiveness in service delivery. Performance management involves strategic planning, work planning target Setting, staff performance appraisal system and reporting.

A Performance Management System (PMS) is a systematic process for getting better results from an organization, teams and individuals by managing performance within an agreed framework of planned goals, objectives and standards. A PMS is a set of tools, processes and actions that allows for maximization of the performance of employees and institutions.

PMS also provides employees with a clear understanding of job expectations; regular feedback about performance; advice and steps for improving performance; rewards for good performance; and sanctions for poor performance.

The overall goal of a PMS is to measure employee performance and ultimately the achievement of intended results for the organization.

7.1 County Assembly Performance Management Framework

The KCASB shall design a performance management plan to evaluate performance of the County Assembly Service Staff and the implementation of County Assembly policies as is provided for in Section 47 of the County Government Act 2012.

The plan shall provide for among others: -

- i Strategic Planning
- ii Performance Contracting
- iii Performance Appraisal

7.2 Strategic Planning

- (a) This is a process planning by KCASB for the achievement of overall long-term goals of the Organization.
- (b) The Clerk shall coordinate development and review of strategic plans in the County Assembly.
- (c) The Strategic plans will be the basis for setting performance targets for the Assembly Service which shall be cascaded to the Department and individual level.

7.3 Performance Contracting

- (a) Performance Contracting is a negotiated process in which the KCASB set their performance targets based on the Assembly mandates, functions and strategic objectives.
- (b) The KCASB shall issue guidelines to Assembly Service in implementation of performance contracts.
- (c) The performance Targets shall be cascaded to all departments, sections, levels and cadres of employees. Performance contracts will be linked to the strategic plans, the budget, departmental plans and procurement plan and performance appraisal system
- (d) The Board will enter into a contract with the Clerk who will then enter in to contract with the departmental/Section Heads which will be cascaded to the rest of the employees.

7.4 Work Planning

- (a) Prior to the beginning of the performance period, the Management Committee will prepare the Assembly work plan which should be anchored on the strategic plan. Consequently, the Departmental Heads will prepare their departmental Work Plans which should include the Departmental priority objectives from which individual performance targets will be derived. Departmental Heads will meet with staff under their direct supervision to discuss and ensure that the objectives and performance targets of the department are understood.
- (b) The individual work plans will be derived from the Departmental Work plans and officer's job description. The work plan will briefly describe the performance targets or expected results on specific assignments and activities for which the staff member is responsible during the performance year.

7.5 Staff Performance Appraisal System

Staff Performance Appraisal system (SPAS) is predicated upon the principle of work planning, setting of agreed performance targets, feedback and reporting. It is linked to other human resource systems and processes including staff development, career progression, placement, rewards and sanctions.

7.6 Objectives of Performance Appraisal

The overall objective of appraisal system is to manage and improve performance in the County Assembly service by enabling a higher level of staff participation and involvement in planning, delivery and evaluation of work performance.

The specific objectives are to: -

- i. Link individual performance targets with organizational strategic objectives and work plan;
- ii. Promote communication between Appraisee and Supervisor with continuous feedback on work progress;
- iii. Promote accountability in the County Assembly Service.
- iv. Set the basis on which an officer's performance is monitored and evaluated as stipulated in the individual work plan;
- v. Align operational and financial performance targets with budgetary provisions;
- vi. Assess the learning and development needs of staff on a timely basis;
- vii. Provide information for decision making on administrative and human resource issues such as renewal of contracts, promotions, delegation of duties, training, deployment, rewards and sanctions.

7.7 Scope of Application

- (a) Staff Performance Appraisal shall apply to all categories of staff of the County Assembly Service.
- (b) The prescribed appraisal form will be completed by all officers in the Assembly Service in consultation with the supervisors.
- (c) All newly employed officers will be required to agree on performance targets with the supervisor and complete the Staff Performance Appraisal Forms within three (3) months of employment.
- (d) All promoted/redeployed officers will be required to agree on new performance targets with the supervisor and complete the Staff Performance Appraisal Forms within one (1) month of promotion/ redeployment.

- (e) The primary responsibility for implementing Performance Appraisal System (PAS) rests with Clerk and heads of departments/division.

7.8 Appraisal Period

- (a) The appraisal period will cover one (1) year starting from 1st July to 30th June of the following year.
- (b) The Performance Appraisal reflects the summation of the year's performance including quarterly and mid-year reviews.

7.9 Staff Performance Appraisal Process

7.9.1 Strategic Objectives

The strategic objectives will be derived from the Assembly strategic plan and performance contract and cascaded to the department, sections and individual employees

7.9.2 Target Setting

The Appraisee will hold discussions with the immediate Supervisor to agree on the performance targets by latest 31st July of each year. For each performance target to be assessed there will be performance indicators.

7.9.3 Values and Competencies

- (a) Achievement of performance targets will also depend on possession of certain specific competencies. Besides these competencies, it is important to ensure that results in the KCASB are realized through observance of certain well-defined values and ethics.
- (b) The Supervisor shall discuss with the appraisee each competency and value at the beginning of the appraisal period in order to be clear on the relevance of the competencies and values on the performance of the appraisee.

7.9.4 Continuous Performance Appraisal

Performance appraisal is an on-going process throughout the performance period. Milestones over the review period should be documented and maintained in the appraisee's personal file.

7.9.5 Mid-Year Review

- (a) The main purpose of the mid-year Performance Review is to accord both the supervisor and appraisee the opportunity to jointly review progress made by the

appraisee in accomplishing the tasks and assignments agreed at the beginning of the Appraisal period

- (b) The review shall be centered on what has been achieved, any constraints experienced and whether there is need to vary the initial assignments in order to accommodate any unforeseen circumstances. Any changes, additions or removal of performance targets shall only be made in the event that there have been significant changes in the nature of functions carried out by the appraisee and which may necessitate revision of performance targets.
- (c) The supervisor should, after discussions with the appraisee at the Mid-year Performance review, comment on the appraisee's performance.
- (d) In the event that the supervisor leaves the department, he/she will be required to appraise the performance of the appraisee (s) on pro-rata basis.

7.9.6 End of Year Appraisal Process

- (a) The End of Year Appraisal takes place at the end of the reporting period. The following will constitute the end of year evaluation process.
- (b) The Supervisor and Appraisee are required to meet at the end of the year to discuss the overall performance for the whole appraisal period.
- (c) Prior to the meeting the Appraisee should prepare a preliminary report on the extent to which set targets were achieved as agreed at the beginning of the Performance Year with clear performance indicators.
- (d) The appraiser will also assess the appraisee's core competences and values against their role and deliverable key performance indicators (KPIs).
- (e) Development opportunities for gaps identified will be put in place as training needs.

7.10 Performance Measurement

Performance Measurement shall be undertaken in accordance with the KCASB guidelines issued to the Service.

7.11 Rewards and Sanctions

- (a) The overall goal of the Rewards and Sanctions is to establish a basis for rewarding exemplary performance and administering sanctions for poor performance, motivate employees to have positive attitude to work and to enhance productivity in the public service.
- (b) The Kitui County Assembly Service Board will be responsible for the administration of the rewards and sanctions policy. The Board will also handle cases of appeals after employees have exhausted all review mechanisms.
- (c) The provision and types of rewards and sanctions shall be as set out in the Rewards and Sanctions Framework for the County Assembly Service or may borrow from the Public Service rewards and sanctions.

7.12 Performance Appraisal Appeal Mechanism

An employee who is not satisfied with the supervisor's appraisal shall refer the matter to the Chair of the Performance Management Committee, who shall try to find a middle ground. If this is still unsatisfactory, the issue will be brought to the attention of the Clerk. Such an appeal will be dispensed within not more than 1 month after it is reported to the Performance Management Committee.

7.13 Performance Management Committee

The Clerk shall constitute a Performance Management Committee which shall implement, monitor and evaluate the Performance Management system in the County Assembly Service.

(a) Composition of the committee shall be as follows: -

- i. Chairperson - Deputy Clerk of Assembly or as may be appointed by the Clerk
- ii. Heads of Departments
- iii. Secretary from the Human Resources Department

(b) The role of the Performance Management Committee will be to:

- i. Ensure integrity and credibility of overall process of staff performance appraisal is safeguarded and maintained in the County Assembly Service;
- ii. Propose measures to improve staff performance management process;
- iii. Ensure staff appraisal process conforms to County Assembly Service Board strategic objectives;
- iv. Ensure staff appraisal process is adequately linked to the KCASB objectives, work plans and performance contracts;

- v. Ensure that performance of all officers in the County department is evaluated and feedback relayed to the officers in writing at the end of the year;
- vi. Review and moderate the appraisal results.
- vii. Arbitrate in case of disagreement on appraisal ratings between supervisors and appraisees;
- viii. Make recommendation for reward and sanction for staff
- ix. Compile the annual performance appraisal reports; and
 - viii) Implement the internal monitoring and evaluation framework.

SECTION 8: DISCIPLINARY CONTROL

The objective of disciplinary control is to create a motivated and dedicated Assembly Service which upholds the rules of conduct and work ethics for optimal service delivery. It is expected that Assembly officers will maintain integrity and uphold the dignity of the office to which they are appointed. Further, discipline cases shall be dealt with expeditiously, efficiently, lawfully and in a procedurally fair manner.

8.1 Disciplinary Powers

The power to exercise disciplinary control and removal of Assembly Officers are vested in the KCASB as stipulated in the County Assembly Service Act (2017) and other applicable legislations.

8.2 Disciplinary procedure

General provisions

- (a) Disciplinary cases shall be processed through the Staff Advisory Committee.
- (b) If criminal proceedings are instituted against an officer or where an officer has been acquitted of a criminal charge in a court of law, the Board may dismiss him/her or otherwise punish him/her on any other charge arising out of his/her conduct in the matter.
- (c) Where an officer has been charged on desertion of duty, the letter shall be addressed to his last known address by registered mail.
- (d) Disciplinary cases should be dealt with promptly and finalized within a period of six (6) months. Where it is found impracticable to do so the Clerk shall report individual cases to the KCASB explaining the reason for the delay.

8.3 Specific Provisions

The procedures to be followed in dealing with discipline cases are as follows:

- i. The Heads of departments/Supervisors will initiate disciplinary action against employees in their departments who may have committed an offense in consultation with the Human Resource Department for guidance.
- ii. The action may include verbal or written warning where at most three verbal warnings will be issued for minor offenses followed by a maximum of three written

warnings. All verbal warnings detailed with the nature of misconduct and the date it occurred will be documented for reference.

- iii. On matters of gross misconduct, the respective Head of Department will refer the disciplinary issue to the Human Resource who will in turn forward the case to the Clerk for guidance.
- iv. The Clerk will issue the officer alleged to have committed the offence with a statement of the alleged charge(s) ('show cause' letter) and invite him/her to state in writing the ground(s), if any, on which he relies to exonerate himself/herself within a period of seven (7) days.
- v. Upon receiving the response to the show cause letter, the Clerk shall review it and if satisfied he will conclude the matter.
- vi. However, if the officer fails to respond within the specified period or if in the opinion of the Clerk, the explanation given is not satisfactory he/she shall forward the case with copies of the charges and the officer's reply if any, with his comments to the Staff Advisory Committee for decision.
- vii. The Staff Advisory Committee will institute investigations into the misconduct.
- viii. The Staff Advisory Committee will invite in writing the accused officer to appear before her in person or through a representation to state the ground(s), if any, on which he relies to exonerate himself/herself from the allegation.
- ix. Upon interrogation and cross examination by the Committee members and consequently hearing the accused officer's submissions, the Committee will thereafter prepare a disciplinary report to the Clerk.

8.4 Conduct of investigations

While carrying out investigations, the Staff Advisory Committee shall observe the following conditions: -

- (a) Constitute a team of officers to investigate the matter.

(b) The officers conducting the investigation shall be senior or equal in rank to the accused officer and should not have dealt with the case before.

(c) The report of the investigation shall be submitted to Clerk and shall contain: -
i. evidence collected by the team, including any statements by witnesses;
ii. analysis of the evidence and statements;
iii. a statement on whether the charges against the officer have been proved;
and
iv. details on any matter that may affect the gravity of the case, if any.

(d) The report shall not contain any recommendation on the form of punishment to be inflicted on the accused officer.

(e) Where in the opinion of SAC the officer is found culpable, the Committee through the Clerk will recommend to KCASB on the possible action that may be taken on the officer.

8.5 Interdiction

(a) An Assembly officer may be interdicted where gross misconduct which is likely to lead to dismissal is reported and requires investigation or a report that an officer has been charged in a criminal proceeding is received.

(b) An officer who is interdicted shall be eligible for half ($\frac{1}{2}$) of his/her basic salary with full house allowance and medical benefits.

(c) An officer on interdiction should report to his supervisor at agreed intervals.

(d) Where disciplinary or criminal proceedings have been taken or instituted against an officer under interdiction and such an officer is neither dismissed nor otherwise punished under these regulations, any salary withheld shall be restored to him upon the termination of such proceedings with effect from the date the salary was stopped.

(e) An officer whose interdiction has been lifted shall promptly be served with a decision letter.

8.6 Suspension

(a) An Assembly officer may be suspended from duty under the following circumstances: -

- i. when disciplinary proceedings have been instituted against an officer as a result of which, the Clerk considers that the officer ought to be dismissed;
 - ii. when the officer has been convicted of a criminal offence where a prison sentence may be imposed or any other offence which in the opinion of the Clerk, constitutes gross misconduct.
- (b) Where an officer is suspended from the exercise of the functions of his public office, he shall be entitled to full house allowance, medical benefits and no basic salary.
- (c) An officer on suspension will be required to report to his supervisor at agreed intervals, if necessary.
- (d) Where disciplinary or criminal proceedings have been taken or instituted against an officer under suspension and such an officer is neither dismissed nor otherwise punished under these regulations, the whole or any salary withheld shall be restored to him upon the termination of such proceedings with effect from the date the salary was stopped.
- (e) An officer whose suspension has been lifted shall promptly be served with a decision letter.

8.7 Absence from Duty without leave or reasonable or lawful cause

- (a) Where a public officer is absent from duty without leave or reasonable or lawful cause for a period exceeding twenty-four (24) hours, and is not traced within a period of ten (10) days from the commencement of such absence will be treated as having absconded duty, the officer's salary shall be stopped and action to dismiss the officer initiated.
- (b) The public officer shall be addressed a 'show cause' letter through his last known postal address by registered post and /or employee's personal email address.
- (c) If the officer does not resume duty or respond to the 'show cause' letter within a period of twenty-one (21) days, from the date of the 'show cause' letter, the case shall be referred to the Staff Advisory Committee.

- (d) When an officer has been absent from duty without permission and subsequently resumes duty, he shall not be eligible for payment of salary for the period of absence and any amount erroneously paid to him shall be recovered from his salary.
- (e) In cases of delay of stoppage of salary and an officer is subsequently dismissed on account of desertion, the erroneous payment shall be recovered from the officer who occasioned the payment.

8.8 Absence from Duty on Grounds of Illness

- (a) An officer who is absent from duty on grounds of illness shall produce proof of sickness/sick leave certified by a medical practitioner on resumption of duty. The officer shall also make every effort to notify the office of his sickness.
- (b) Should the officer fail to produce a medical certificate or to give satisfactory explanation for the absence, he shall be considered to have been absent without permission and his case shall be dealt with in accordance with the relevant disciplinary provisions.

8.9 Appeals

An officer who is dissatisfied by a decision made by the Board may, pursuant to Section 77 of the County Government Act (2012), appeal to the Public Service Commission within a period of thirty (30) days from the date of the letter conveying such decision, provided that the Commission may consider an appeal that is made out of time if, in the opinion of the Commission, the circumstances warrant such consideration.

8.10 Reviews

An Assembly officer may apply for a review of his case within six (6) months after the decision of the Public Service Commission. The Commission may entertain an application for review out of time if, in the opinion of the Commission, the circumstances warrant it.

8.11 Defense of Assembly Officers in Criminal and Civil Suits

- (a) When criminal or civil proceedings are instituted against an officer as a result of an act of omission by him in the course of his official duties, he may apply to the Clerk for assistance in his defense. If the latter is satisfied that the officer acted in good faith in the execution of his official duties and that it is in the public interest that the officer should be defended, he shall immediately report the matter to the Attorney General, who will decide whether or not the officer should be defended.

- (b) Assembly Officers who have applied for defense shall not themselves brief their private advocates and subsequently apply for Government assistance. Unless the proper procedure is followed, the Attorney General may decline to provide support to the officer. It is further emphasized that speed is of essence in reporting such cases to the Attorney General.

8.12 Civil Proceedings by Assembly Officers for Defamation

Where an officer has been defamed in respect of matters arising out of his official position, e.g., in the press or at a political meeting, it may be that the Government is also defamed by implication, and may, therefore, agree to give legal aid to the officer. Where such a case occurs, the officer may apply for legal aid through the Clerk to the Attorney General. Legal aid will not be granted unless: -

- i. The Government has a substantial interest in seeing that the defamatory statement is repudiated;
- ii. There is, in the opinion of the Attorney General, a good prospect of success in the action; and
- iii. The consent of the Attorney General shall be obtained before proceedings are commenced.

8.13 Loss of Assembly Funds through Neglect or Fault

- (a) If at any time Assembly funds are lost in consequence of the neglect or fault of an assembly officer, the officer will be held to have incurred a pecuniary liability in respect of the loss, and if a satisfactory explanation or offer of restitution is not forthcoming, the officer may be required to meet this liability in whole or in part. The amount in question may be recovered from his salary or any other monies due to him from the County Assembly, or may be sued for the loss and the money recovered in any court of law.

- (b) Such a recovery is not imposed as a fine or punishment but as a means of compensating the Assembly purse of losses sustained as a consequence of an officer's dereliction of duty. It is in no way precluded by any criminal or disciplinary proceedings in respect of the same occurrence, irrespective of the result

8.14 Recovery of Losses of Assembly Funds

- (a) The procedure to be followed in reporting and dealing with losses is set out in the Public Finance Management Act (2012) and Regulations.

- (b) The Clerk may require an officer to make good the loss of Assembly funds, unless the loss is one which he is authorized by Public Finance Management Regulations (PFMR) and procedures to write off. In all cases, the KCASB may require an officer to make good the loss of Assembly funds after considering the recommendations of the Clerk.
- (c) Except as provided for in Public Finance Management Regulations and Procedures, no loss may be written off to Assembly funds without the authority of the KCASB. All losses not within the authority of the Clerk to write off must be reported to the KCASB, who may request any officer who appears to have incurred pecuniary liability in respect of a loss to explain within a stated time why he should not be required to make good the loss in whole or in part. If a satisfactory explanation is not forthcoming, the KCASB will review the circumstances of the loss and, after taking into consideration the officer's general conduct and financial circumstances, any other action which may have been taken against him, will decide whether the officer will be required to make good the loss, and if so to what extent. Similar action will be taken by the Clerk in respect of the cases falling within his authority.
- (d) The Clerk, will, when recording his decision, give directions as to the method of recovery. The normal method will be deductions from the officer's salary, if necessary, in monthly installments, in amounts not exceeding 25 percent of his monthly salary. If, however, the officer's appointment has been or is shortly to be terminated, deductions from any sums due to him from County Assembly will be made in such amounts as may be necessary to effect full recovery before termination of his service.
- (e) The Clerk may at any time, if a satisfactory explanation is received or for any other sufficient reasons, relieve an officer in whole or in part of his pecuniary liability, and may direct that, sums recovered from him in connection with the loss in question be repaid, in whole or in part.
- (f) An officer who is dissatisfied with a decision to recover from him may appeal within one (1) month (or such longer period as the KCASB may in any particular case authorize) against a decision of the Clerk.
- (g) Where an officer has received any erroneous payment, he shall be liable to refund to the County Assembly the amount of such payment.

- (h) The above shall not be deemed to relieve any other officer from any pecuniary liability in respect of the erroneous payment and the officer responsible for such payment may be held to have incurred a joint liability and recovery of all or part of the amount of such payment may be apportioned between them.
- (i) In a genuine case where the recovery of an erroneous payment is likely to impose very considerable financial hardship on an officer, such a case should be submitted to the Kitui County Assembly Service Board giving full details of the circumstances in which the erroneous payment was made and making an appropriate recommendation for the grant of any relief. Similarly, where an erroneous payment involves a written contractual obligation between the County Assembly of Kitui and the officer concerned, the matter should be referred immediately to the KCASB for advice.
- (j) In addition to the above provisions, disciplinary action which may lead to dismissal may be taken against an officer on account of loss of Assembly funds.

8.15 Offences under Gross Misconduct

The offences that amount to gross misconduct which may lead to summary dismissal are, but not limited to the following:

- i. Absence from duty without permission
- ii. Negligence of duty;
- iii. Intoxication during working hours;
- iv. Using abusive or insulting language or behaving in a manner likely to cause a breach of the peace;
- v. Insubordination;
- vi. Criminal conviction;
- vii. Incarceration for more than fourteen (14) days following arrest for cognizable offence;
- viii. Willful destruction of government property;
- ix. Theft by public servant;
- x. Unauthorized use or disclosure of confidential information;
- xi. Falsification of information or references on appointment; and
- xii. Acceptance of any bribe, secret profit or unauthorized commission

8.16 Principles Guiding Exercise of Disciplinary Control

(a) Adherence to the principles of natural justice:

- i. A person affected by a decision must be given an opportunity to be heard and;
- ii. The person making the decision must not be biased

(b) Respect for the rule of law:

- i. Everybody should be treated equally;
- ii. No one is above the law;
- iii. No one is exempt from law
- iv. No one can grant exemption to the application of the law;
- v. Acting within legal authority and;
- vi. A person making a decision affecting an Assembly officer must ensure that he or she is acting within legal authority and in accordance with the prescribed procedure

8.17 Forms of Punishment

The offences that amount to gross misconduct which may lead to summary dismissal are, but not limited to the following: -

- i. Recovery of the cost or part of the cost of any loss or breakage caused by default or negligence, provided no such cost has been recovered by surcharge action under the appropriate financial instructions or regulations;
- ii. Reprimand (including severe reprimand);
- iii. Deferment of increment;
- iv. Withholding of increment;
- v. Stoppage of increment;
- vi. Reduction in rank or seniority; and
- vii. Dismissal

8.18 Officer convicted of criminal offence

If a County Assembly officer is convicted of a criminal offence which, in the opinion of the Clerk, warrants imposition of any of the prescribed punishments, the Clerk shall forward a copy of the charge and any judgment or order made on appeal or revision to the Board for consideration. The Board shall decide whether the Assembly officer should be dismissed or subjected to any of the other punishments mentioned in these Regulations or other legislation, and, in making a decision the Board shall rely solely on the court record leading to the conviction.

8.19 Dismissal

- (a) Dismissal refers to termination of appointment arising out of disciplinary proceedings.
- (b) An officer, whose pension is determined under the Pensions Act and is dismissed from the Service, shall have his/her contribution determined under the provisions of the Pensions Act, cap 189.
- (c) An officer who is a member of a Pension Scheme shall on dismissal be eligible to terminal benefits as provided in the Scheme.

8.20 Grievance Procedure

- (a) An aggrieved employee may seek an interview with his section head or immediate supervisor who will endeavor to settle the matter.
- (b) When an employee wishes to raise a grievance, the employee may, but is not constrained to, depending on the sensitivity of the matter, attempt to resolve the grievance through informal discussions with the other party or parties involved.
- (c) The Human Resources Department will facilitate one-on-one informal discussions, on request. If this informal approach between the parties does not resolve the issue to the employee's satisfaction, the employee should inform the supervisor or the next level of management if the supervisor is the offender. The supervisor should endeavor to resolve the issue within three working days of receipt of case.
- (d) If a satisfactory resolution cannot be achieved by the next level, the employee should discuss the matter with the Head of Human Resources Department, who will determine the next course of action. The issue may be resolved at this level.
- (e) If the issue has not been resolved, the employee should request for an interview in writing to the Clerk, requesting to discuss the grievance. The Clerk will endeavor to have the problem solved.
- (f) If the employee is still not satisfied with the decision of the Clerk, the officer can further appeal to the County Assembly Service Board in writing clearly stating reasons for his/her dissatisfaction and seeking redress.
- (g) The Board will make a final decision on the matter.

8.21 Alternative Interventions in the Discipline Process

- (a) Alternative interventions are efforts undertaken by an employer to address employee misconduct using a method other than traditional discipline actions. This may, under the right circumstances, be a more efficient and more effective approach than traditional discipline. While alternative interventions require more thoughtful decision-making and poses a greater challenge for supervisors than traditional discipline, the results can be worth the time and efforts taken.
- (b) Alternative intervention may result in modified behavior if used early on in the discipline process for minor offences but may not be effective in more serious issues or habitual offences.
- (c) The appropriateness of the particular approach will vary based upon the nature of the offence and personality of the individual whose conduct needs correcting.
- (d) Alternative discipline interventions can take many forms such as counseling, guidance, training or dispute resolution.

8.22 Counselling

A counseling intervention is not a discipline action, as its purpose is not to create a negative experience, but rather to communicate helpful information and provide necessary support in management of psychological challenges. The County Assembly may refer officers to Public Service Guidance and Counseling Services Unit within the Human Resource Department. The Unit will provide appropriate services in accordance with the Public Service Guidance and Counseling Policy.

8.23 Training, mentoring and coaching

Traditional disciplinary action is not appropriate for situations in which an officer is trying hard to do well, but performs poorly despite his/her best efforts. Guidance and training are an intervention which can be used by supervisors to address poor performance of an officer when there is no misconduct contributing to the problem. Supervisors should identify individual officer's shortcomings which can be addressed through either training, mentorship & coaching and recommend appropriate action.

8.24 Dispute Resolution Mechanism

Dispute resolution mechanisms can be used effectively to resolve, reduce, or even eliminate workplace disputes that might come from a circumstance where disciplinary action is appropriate. Alternative dispute resolution affords an opportunity to create

solutions that are uniquely tailored to address issues at hand. The method shall be applied in accordance with the Guidelines for Mediation, Conciliation and Negotiation in the Public Service.

8.25 Guidelines in applying alternative interventions

When applying alternative interventions, the following should be observed: -

- i. The specific offense/shortcoming that needs to be addressed;
- ii. Officer's admission of wrongdoing/willingness to participate in the appropriate intervention;
- iii. The specific form of alternative intervention that will be used and its duration; and
- iv. Notification of the possible penalty for a subsequent offense.

SECTION 9: TRANSPORT AND TRAVEL

9.1 Policy Statement

The County Assembly of Kitui shall facilitate the movement of its employees on official duty in a manner that is cost effective. This is to be administered in line with the approved transport policy by the Kitui County Assembly Service Board.

SECTION 10: HEALTH AND SAFETY

This Section provides guidelines and standards for the prevention and protection of officers against accidents and occupational hazards arising at work place.

The Section also provides procedures to be followed as a result of occurrence of such accidents and modalities for the administration and payment of Compensation for work related injuries and accidents occurring during and outside the course of work.

It further provides for guidance and counseling, management of HIV/AIDS at the Workplace and the rehabilitation of officers who may be facing challenges of drugs and substance abuse.

10.1 Guidelines to General Safety

- (a) County Assembly of Kitui shall maintain healthy and safe working conditions for the officers to ensure there is no personal injury caused by accidents
- (b) All officers shall always consider safety to themselves and others when performing their duties. They should not compromise on quality, cause injury, ill health, loss or environmental damage.

10.2 Emergency Preparedness

- (a) The County Assembly of Kitui shall put in place measures to prevent and/or mitigate against accidents, explosions, fire, bomb threats and prepare procedures to be followed in such events.
- (b) The Clerk shall have a responsibility of ensuring that all officers and visitors are informed of and are fully conversant with the emergency procedures.

10.3 Fire Precautions

- (a) The Clerk is responsible for ensuring that the fire protection facilities are provided in the buildings under the assembly control and are adequate and maintained as advised by Fire Officers and Occupational Safety and Health Officers. They are also responsible for enforcing all necessary fire precaution measures as directed by both the County Department responsible for Public Works and the Directorate responsible for Labor.

- (b) General information on fire precautions and fire equipment is contained in publications which are obtainable on application from the County Department responsible for Public Works Regulations while those for fire safety are obtainable from the State Department responsible for Labor.
- (c) The Clerk shall ensure the provision, maintenance and conspicuous display of means of extinguishing fires which are adequate and suitable having regard to the circumstances of each case.
- (d) The County Assembly of Kitui shall conform to the provisions of Occupational safety and health Act and Regulations therein.

10.4 Fire Prevention

- (a) The Officer in charge of Security & Safety is responsible for providing advice on all matters concerning fire prevention, firefighting, fire protection and fire demonstrations in all the Assembly premises.
- (b) The Clerk is responsible for ensuring that all buildings are fitted with firefighting equipment. The Clerk and the Heads of departments are also responsible for the subsequent replacement of portable equipment and provision of refill for such equipment with advice from Fire Officers and the Occupational Safety and Health Officers.
- (c) Fire prevention and protection in buildings leased to the County Assembly of Kitui is the responsibility of both the owner and occupier of the building. The Clerk shall be legally responsible to ensure compliance.
- (d) Alterations should not be carried out on buildings without prior consultation with the Fire Officers and the Occupational Safety and Health Officers. Any means of escape from a building should be kept clear of any obstruction which would make it difficult for occupants of the building to escape in case of fire.
- (e) No hazardous or highly inflammable materials should be stored in buildings without the approval of the Officer in charge of Security & Safety or County Fire Officers.
- (f) Positions of firefighting equipment must not be interfered with nor should firefighting equipment such as hose reels and extinguishers be used for purposes other than firefighting.

- (g) The County Assembly of Kitui must have a Safety and Health Committee headed by a responsible officer and constituted in accordance with the Factories and Other Places of Work Act (Fire Risk Reduction) Rules.
- (h) Fire Officers may recommend any measures which they deem necessary for purposes of safety. It is the responsibility of the officers to whom such recommendations are addressed to ensure that appropriate steps are taken to implement the measures with minimum delay. Any officer who fails to implement such recommendations will be held personally responsible for the consequences and in case of subsequent fire outbreak; he/she will be liable for disciplinary action and/or prosecution.
- (i) Fire Prevention Committee should be established at the County Assembly of Kitui to liaise with the County Fire Officers.
- (j) The Clerk shall ensure that: -
 - i. Health and Safety Committee is formed in the Assembly;
 - ii. The Committee members and all officers are trained; and
 - iii. Firefighting drills are conducted in all premises used by officers at least once in every twelve months in accordance with the requirement of the Factories and Other Places of Work (Fire Risk Reduction) Rules.

10.5 Notification of Fires

- (a) All fires, however small, must be reported to the Officer in charge of Security & Safety or County Fire Officers or the Police immediately they are noticed. The building or premises so affected by fire must be guarded and no evidence should be interfered with until investigations are over.
- (b) It is the responsibility of whoever detects a fire to initiate alarm, inform the police and fire brigade, and try to control the fire during its initial stages.
- (c) All Assembly buildings must be fitted with fire detectors, alarms, water storage tanks and pumps dedicated to firefighting only and separate from the normal water supply.

10.6 Medical Examination

The Clerk shall ensure that all officers working in hazardous occupations undergo periodic medical examination in accordance with the Occupational Safety and Health Act.

10.7 Provision of Protective Equipment and Clothing

- (a) County Assembly officers engaged in duties which in the opinion of the KCASB require the wearing of protective clothing shall be provided with such clothing.
- (b) The protective clothing shall remain the property of the County Assembly of which when not in use shall be utilized as directed by the Head of Department.

10.7.1 Safe Use of Potentially Dangerous Equipment

The Clerk shall ensure that all plants including hoists and lifts, steam boilers, other equipment and pressure vessels are properly maintained and that they undergo the statutory examinations as per the Occupational Safety and Health Act requirements.

10.8 Compensation to Assembly officers in case of Injury or Death

- (a) The Work Injury Benefits Act (WIBA) provides for compensation for accidents and occupational diseases arising out of and in the course of an officer's employment.
- (b) Only injury, diseases or death arising from occupational hazards are compensable.
- (c) Besides the provisions of WIBA the Assembly has introduced the Group Personal Accident (GPA) Scheme which will be administered by the appointed service provider.

10.9 Reporting of Accident and Compensation Claims

- (a) Immediately a work place accident, an accident in an Assembly vehicle or development of an occupational disease resulting in death or injury to an officer comes to the notice of the officer under whom he is directly deployed, the Supervisor should make a claim for compensation in liaison with the Human Resource Office.
- (b) Compensation of officers who are injured, develop occupational diseases or die in the course of their employment shall be done through the appointed service providers as per the Work Injury Benefit Act (2007).

10.10 Reporting Injury, Serious Illness or Death

- (a) In case of an officer's injury, serious illness or death an immediate report by telephone, or special means including e-mail should be made to the Clerk stating relevant particulars of the officer.

- (b) The next-of-kin must be informed immediately and be made aware of the circumstances under which the officer sustained injuries or met his death.
- (c) Death Certificate should be submitted to the Clerk as soon as possible to facilitate processing of final dues.
- (d) The accident should also be reported to the Director of Occupational Safety and Health Services within 24 hours in accordance with the requirement of the Occupational Safety and Health Act (2007).

10.11 Group Personal Accident (GPA) Policy

- (a) The GPA covers permanent bodily injury or death arising from bodily injury caused solely by violent external visible means and provided such death occurs not later than six (6) calendar months after the accident.
- (b) The GPA provides a 24-hour cover to Assembly staff whether within or outside the country unlike WIBA which covers the hours the officer is at his place of work.
- (c) A claimant should not be compensated twice for the same loss under GPA and WIBA.
- (d) The GPA offers extended cover to all Assembly officers as follows: -
 - i. Accident to employees while riding on motorcycles including pillion passengers;
 - ii. Accident to employees out of exposure to banditry and similar risks in the course of duty;
 - iii. Assembly drivers deployed to drive privately registered donor development partner vehicles; and
 - iv. Details on conditions for compensation and exclusions are found in the GPA Policy.
- (e) Any claim submitted after six months will be time barred and will not be accepted as liability.
- (f) All claims under GPA should be reported by the insured, dependants or nominee in writing.

(g) The benefits payable under the GPA and WIBA are:

Cover	Benefit
Death under GPA	5 years Basic Salary
Death under WIBA	8 years Gross Salary (basic salary + regular allowances)
Permanent Total Disability under GPA	5 years basic salary x percentage awarded
Permanent Total Disability under WIBA	8 Years (basic salary + house allowance) x percentage awarded

(h) The above benefits will apply consistent with prevailing lawful provisions.

10.12 Guidance and Counseling

(a) The current challenges in the workplace and family environment affects the performance and wellbeing of an officer. To address these challenges, the Assembly shall introduce guidance and counseling in the Service and develop a policy in line with the PSC (K)'s policy to regulate guidance and counseling.

(b) The County Assembly of Kitui shall seek services of Professional Counselors to provide guidance and Counseling services to Assembly officers.

(c) Counseling Services in the County Assembly of Kitui shall be free of charge and shall be limited to officers. However, consultation with family members or support system may be extended when deemed necessary.

10.12.1 Counseling Services

(a) Officers may seek guidance and Counseling when faced with psychological challenges.

(b) A supervisor may refer an officer for Counseling when he notices signs of low productivity, when the officer is a danger to himself and others or in case of an indiscipline problem.

(c) An Assembly officer shall have freedom to accept or reject counseling. This includes freedom to remain in the counseling relationship after it has been initiated.

10.12.2 HIV/AIDS Programs

(a) HIV and AIDS is a major challenge facing officers in and out of the office. It poses a big threat to the individual, the family and the County Assembly service. It is

in cognizance of this that the county Assembly of Kitui will put in place care and support programmes for the infected and affected officers to enable them remain productive.

(b) HIV/AIDS shall be treated like any other challenging issue at workplace. All officers shall have a role to play in the wider struggle to mitigate the effects of the pandemic.

(c) The County Assembly of Kitui shall develop Policy guidelines to address HIV/AIDS challenges affecting County Assembly service in the workplace in line with the Public Service Commission of Kenya HIV/AIDS policy.

10.12.3 Fighting Stigma and Discrimination

(a) An officer shall not be discriminated or stigmatized on the basis of HIV status. It is an offence for any person to discriminate another on the ground of actual, perceived or suspected HIV status in the work place.

(b) The Clerk shall be expected to be at the forefront in providing a conducive working environment for the infected and affected officers. He shall be required to set up programmes that will instill positive behavior in the management of HIV and Aids.

(c) It shall be the responsibility of the Clerk to minimize the risk of HIV transmission by adopting First Aid/Universal infection control precautions at the workplace.

10.12.4 Screening for Purposes of Employment/Recruitment

(a) HIV screening shall not be a requirement for recruitment or for persons in employment. Screening shall be confidential, voluntary and shall be undertaken after counseling.

(b) There shall be no disclosure of HIV test results or of any related assessment results to any person without the written consent of the concerned officers.

10.12.5 Continuation of Employment

Assembly Officers with HIV-related illnesses shall be allowed to work for as long as they are fit to work and HIV infection should therefore, not be a cause for termination of employment.

10.12.6 Drug and Substance Abuse

(a) Addiction to drugs or substance will be treated like any other disease. An officer who is determined to deal with drug and substance abuse problem by engaging

in rehabilitation services will be referred by the Clerk to a Government doctor for evaluation.

- (b) The County Assembly of Kitui will provide both in-patient and out-patient rehabilitation services within the limits provided by the prevailing legislation.

10.13 Employee Welfare and Wellness

The Clerk will develop and implement employee welfare and wellness programmes in the work place.

10.13.1 Sports and Recreation

- (a) The County Assembly of Kitui shall, where possible, provide sports and recreational facilities of various kinds to its employees.
- (b) The County Assembly of Kitui shall encourage the formation of organizational teams in a number of recognized sports and related disciplines. These teams shall be permitted to participate in specified local and international competitions.
- (c) The County Assembly of Kitui shall also sponsor sports tournaments in selected disciplines for promoting its corporate image and to meet its social responsibility to the community from time to time.
- (d) Members of the Assembly's sports teams shall be deemed, when representing the County Assembly of Kitui in competitions, to be on duty and shall be expected to uphold good conduct and high standards of discipline at all times.
- (e) The Members of the Assembly sports teams when preparing for competitions are eligible for training allowances and fare reimbursement where transport is not provided at rates to be determined by KCASB.
- (f) The County Assembly of Kitui shall, where it deems necessary, engage the services of technical persons to assist in preparing and managing its teams during local or international matches. Such technical persons shall be paid a token stipend at rates to be determined by KCASB.
- (g) The County Assembly of Kitui shall, where possible, facilitate the establishment of canteens within its premises to cater for its employees' needs.

SECTION 11: SEPARATION FROM SERVICE AND THE BENEFITS PAYABLE

This section provides guidelines on various forms of exits from the County Assembly Service employment and the benefits payable.

The County Assembly of Kitui recognizes that from time to time, and for various reasons, employees leave the services of the County Assembly.

11.1 Forms of Exit from the Service

This section provides guidelines on various forms of exit from the County Assembly Service.

An Officer may exit from the County Assembly Service through:

- i. On attainment of Mandatory retirement age
- ii. On 50-year rule (voluntary)
- iii. On medical grounds
- iv. Dismissal
- v. Death
- vi. Resignation
- vii. Redundancy
- viii. Termination in accordance with the letter of appointment and
- ix. Expiry of contract.

11.2 Mandatory Retirement

- (a) All officers shall retire from the Service on attaining the mandatory retirement age of 60 years, 65 years for persons with disabilities and/or as may be prescribed by the government from time to time.
- (b) The Officer due for retirement will be served with at least six months' notice in advance of the 60th birthday provided that persons with disabilities shall retire at the age of 65 years or as prescribed by the provisions of the Disabilities Act.
- (c) Where documentary evidence of an officer's age is unobtainable or inconclusive, the assumed age will be determined by reference to: -
 - i. Identity Card date of birth where if only the year of birth is indicated, 01st July of the respective year shall be assumed;
 - ii. The initial bio data/employment form duly completed and signed by the officer; and Birth certificate.

- (d) The order for reference as above shall be a national identity document, employment form and ultimately the birth certificate and validated by the Human Resource.
- (e) An officer who is due to retire or whom the KCASB has required him to retire shall be entitled to take terminal leave on any leave which he has accrued.
- (f) On retirement, an Assembly Officer shall be eligible for transport of personal belongings to his home area.

11.3 Retirement on Medical Grounds

- (a) Where in the opinion of the KCASB upon the recommendation of the Clerk that an officer is unfit for continued service on medical grounds, the case shall be forwarded to the County Director of Medical Services who shall convene a Medical Board.
- (b) The decision of KCASB on retirement of the officer on medical grounds shall be informed by recommendations of the Medical Board.
- (c) The decision to retire shall rest with the Kitui County Assembly Service Board.

11.4 Retirement under 50-year Rule (Voluntary)

- (a) An officer on attaining the age of 50 years may opt to retire any time thereafter.
- (b) An officer will be required to give three (3) months' notice of his intention to retire under the "50 year" rule for KCASB's approval.
- (c) An officer who is a member of the pension scheme and opts to retire under the "50 year" rule will be eligible for benefits as provided under the Scheme.

11.5 Redundancy

- (a) An officer may be rendered redundant either on the abolition of office he/she holds or upon the reorganization of the County Assembly Service sections or department in which the officer serves, or as a result of new technology or reduction of staff numbers for efficiency in service delivery where such action shall be approved by the Board.
- (b) Redundancy shall be carried out directly in accordance with the provision of the Employment Act (2007).

11.6 Dismissal

- (a) Dismissal refers to termination of appointment arising out of disciplinary proceeding on grounds of gross misconduct, desertion of duty, criminal conviction, intoxication, neglect of duties, insubordination, committing a crime, use of abusive language, misappropriation of public funds and pecuniary embarrassment.
- (b) An officer whose pension is determined under the pension's arrangements other than the Pensions Act cap 189 on dismissal, shall be eligible to terminal benefits as provided under their scheme arrangements.

11.7 Death

- (a) In case of an officer who has been contributing towards the Widows and Children's Pension scheme the legal beneficiary will, in addition, be paid the accrued benefits.
- (b) Death in service benefits will be paid in line with the regulations of the pensions arrangement and the existing death in service Group Personal Accident (GPA)/Group Life (GL) schemes of the County Assembly of Kitui.

11.8 Resignation

- (a) An officer on permanent and pensionable terms, whether confirmed or on probation, may resign from service by giving three (3) months' seven (7) days' notice respectively or he/she shall pay one month salary in lieu of such notice.
- (b) A non-pensionable officer may resign from service in accordance with the terms of his agreement or letter of appointment.
- (c) On resignation, an officer is required to refund any outstanding liabilities to the County Assembly of Kitui. Any amount due to an officer may be withheld and applied towards any sum due by him except pension benefits.
- (d) If any liabilities are outstanding, the county assembly of Kitui shall institute legal mechanisms for recovery. An officer whose terminal benefits are determined under the pension Act, Cap 189 will not be eligible for pension or gratuity on leaving the service except in the specific circumstances defined in the Pension Act or Letter of appointment.
- (e) An officer who resigns and is subsequently re-employed cannot claim pension for the period is not in the service of the Assembly.

- (f) An officer whose terminal benefits are determined under the pension scheme other than the Pensions Act, Cap 189 will on resignation be eligible for terminal benefits as provided in their pension arrangements.

11.9 Termination in Accordance with the Letter of Appointment or Expiry of Contract

The employment of an officer serving on contract or probationary terms may be terminated by the KCASB in accordance with the provision of the officer's contract of employment or by giving appropriate period of notice or salary in lieu of notice as it may be indicated in the letter of appointment/contract of employment.

11.10 Certificate of Service

Certificate of Service shall be given on request to an officer, upon his retirement, resignation, dismissal or termination of appointment. This may be used as a reference covering the officer's period of Service in the County Assembly.

11.11 Testimonials and Letters of Commendation

Testimonials and letters of commendation may be given by the Clerk as a way of motivating their staff for exemplary service.

11.12 National Social Security Fund (NSSF) Benefits

An officer who is a member of the NSSF shall be eligible for terminal benefits under the NSSF Act.

11.13 Pension Scheme details

- (a) The KCASB may adopt either CPF (County Pensions Fund) formerly Lap trust scheme or Lapfund Scheme for the Assembly officers.
- (b) A County Assembly Officer may join either of the scheme and shall contribute 12% of his or her monthly basic salary and House Allowance while the employer will contribute 15% of the same.
- (c) The contributions will be paid into the approved pension's scheme. Employees will be allowed to access their benefits on leaving the service as per the scheme's regulations.

11.14 Gratuities

Where applicable, gratuities shall be paid to the officers of the County Assembly Service in accordance with rules and regulations governing the scheme.

SECTION 12: CODE OF CONDUCT

This section provides guidelines and general rules of conduct to be observed by Assembly officer so as to maintain integrity and uphold the dignity of the County Assembly office to which he has been appointed.

County Assembly Officer occupies a special position within the County Assembly Service and should ensure that his/her conduct both in public and in private life does not bring the Service into disrepute.

Assembly Officers are required to comply with the provisions of Chapter Six of the Constitution on Leadership and Integrity and Articles 10 and 232 of the Constitution; Leadership and Integrity Act, 2012; Public Officer Ethics Act, 2003; Anti-corruption and Economic Crimes Act, 2003; Labor Relations Act, 2007 and the Employment Act, 2007.

Officers are required to adhere to their respective professional codes of conduct. It is imperative that every Assembly officer adheres to these rules of conduct, and such other rules which may be introduced from time to time.

An Assembly officer who contravenes the code of conduct is liable to disciplinary action stipulated in this Section.

12.1 Office Hours

(a) Official working hours runs from Monday to Friday of every week except:

- i. For an employee who is on leave,
- ii. Employee on official duty outside duty station,
- iii. An employee with permission to be off duty for reasons deemed to be valid,
- iv. Though the general Office hours will be stated above, Heads of Departments will not be restricted to utilizing their tags during these hours when there is any cause requiring their services either earlier or later,
- v. A Commissionaire/Security warden shall be required to work for 60 hours per week, in shifts of 12 hours,

(b) Where employee works on gazette public holidays, she/he will qualify for overtime as defined by Employment Act (2007) as below:

- i. Officers are required to work 40 hours spread over 5 days in a week,
- ii. County Assembly of Kitui official working hours will be as follows;

Monday to Friday: 08.00 am to 01.00 pm
02.00 pm to 05.00 pm

- (c) Extra hours shall be compensated accordingly as per the approved overtime policies and procedures.
- (d) Though the general office hours will be as stated above, Heads of Departments will not be restricted to utilizing their staff outside these hours when there is any cause requiring their services either earlier or later.
- (e) A Commissionaire/ Security warden shall be required to work for 60 hours per week in shifts of 12 hours or such other employees might be required to work from time to time.
- (f) The rate of payment of overtime shall be as determined by the SRC.

12.2 Public Holidays

The following days shall be observed as public holidays in accordance with the Public Holidays Act (Cap110):

Holiday	Date
New Year's Day	1st January
Good Friday	Various
Easter Monday	Various
Labor Day	1 st May
Madaraka Day	1 st June
Idd-ul-Fitr	Depends on Lunar Calendar
Mashujaa Day	20 th October
Jamhuri Day	12 th December
Christmas Day	25 th December
Boxing Day	26 th December

Any other holidays as may be declared by the Public Holidays Act

12.3 Rule of law

Assembly officer shall carry out his/her duties in accordance with the law and shall not violate the rights and freedoms of any person enshrined under Chapter Four of the Constitution.

12.4 Public trust

Assembly Office is a position of trust and the authority and responsibility vested in a public officer shall be exercised in the best interest of the county and the country.

12.5 Performance of duties

Assembly officer shall, to the best of his/her ability carry out the duties of the office efficiently and honestly, in a transparent and accountable manner, keep accurate records and documents and report truthfully on all matters of the organization which he/she represents.

12.6 Professionalism

Assembly officer shall carry out his duties professionally and treat fellow public officers with consideration and respect. He shall also act in a manner that maintains public confidence in the integrity of the office.

Assembly officer who is a member of a professional body shall observe the ethical and professional requirements of that body.

12.7 Financial integrity

(b) Assembly officer shall not use the office to unlawfully or wrongfully enrich himself or any other person.

(c) Assembly officer shall not maintain a bank account outside Kenya except in accordance with an Act of Parliament or seek or accept a personal loan or benefit in circumstances that compromise his integrity.

12.8 Pecuniary Embarrassment

(a) Pecuniary embarrassment from whatever cause, will be regarded as necessarily impairing the efficiency of an officer and rendering him liable to disciplinary proceedings.

(b) An officer will be expected to retain a net salary of not less than 1/3 of his basic salary per month

(c) Pecuniary embarrassment, involving both lending and borrowing of money at usurious rates of interest, will be regarded as an offence affecting both the dignity of the service and trustworthiness of the individual and may be held to be a bar to promotion or further retention in the service.

(d) It is the policy of the KCASB to give officers who are in debt every possible opportunity to extricate themselves from their financial embarrassment, but there is a limit beyond which an officer cannot be retained in the service of the County Assembly, in which case he must be retired in the public interest. In certain

circumstances, it might be necessary to consider dismissal, but this step will only be taken in case of a most serious nature and where indebtedness is not the only factor involved.

- (e) The Directorate/Department responsible for human resource matters will institute disciplinary action in accordance with laid down disciplinary procedures.
- (f) Where an officer is seriously indebted to the extent of more than six (6) months' salary, consideration should be given for removal from the service. The Clerk will issue a show cause letter for the officer to explain why disciplinary action should not be instituted against him on account of indebtedness. The officer shall be required to submit quarterly reports showing exactly the state of his finances and the amounts which have been liquidated during the three (3) months previous to the date on which the report is submitted
- (g) Where an officer's indebtedness requires that the officer should no longer carryout duties which may tempt the officer to misappropriate Assembly funds or stores for own use, it may be necessary for KCASB upon recommendation of the Clerk either to retire the officer on public interest or to redeploy the officer. Any officer, therefore, holding an office of this nature and who shows a tendency to run into debt should be warned in writing of this position.

12.9 Moral and ethical requirements

Assembly officer shall:

- (a) Not engage in activities that amount to abuse of office;
- (b) Accurately and honestly represent information to the public; and
- (c) Not discriminate against any person.

12.10 Gifts or benefits in kind

- (a) Assembly officer is prohibited from accepting or requesting for gifts whether in the form of money, goods, free passages or other personal benefits and from giving such gifts, unless:
 - i. the gift is nonmonetary and does not exceed the value prescribed by regulation; or
 - ii. the gift is from or to a relative or friend given on a special occasion recognized by custom.

(b) A gift or donation to a public officer on a public or official occasion will be regarded as a gift or donation to the Republic and shall be delivered to the respective State Department unless exempted under an act of Parliament.

(c) When presents are exchanged between public officers acting on behalf of the Government in ceremonial occasions with other Governments or their representatives, the presents received will be handed over to the Government and any present in return will be given at the Government's expense.

12.11 Wrongful or unlawful acquisition of property

An Assembly officer shall not use his office to wrongfully or unlawfully influence the acquisition of property.

12.12 Acting for foreigners

No Assembly officer shall, in any manner that may be detrimental to the security interests of Kenya, be an agent for, or further the interests of a foreign government, organization or individual.

12.13 Care of Property

An Assembly officer shall take all reasonable steps to ensure that property that is entrusted to his care is adequately protected and not misused or misappropriated.

12.14 Misuse of official information

An assembly officer shall ensure that confidential or secret information or documents entrusted to his care are adequately protected from improper or inadvertent disclosure.

12.15 Falsification of records

Assembly officer shall not falsify any records or misrepresent information to the public.

12.16 Political neutrality

(a) Assembly officer(s) shall not, in or in connection with the performance of his duties as such act as an agent for, or so as to further the interest of a political party or indicate support for or opposition to any political party or candidate in an election or engage in political activity that may compromise the political neutrality of his office.

(b) An assembly officer should refrain from active participation in politics in any dealings which the officer may have with Members of the County Assembly, the discussions should be restricted to subjects of general interests and County Assembly affairs which fall under the officer's sphere.

(c) An assembly officer must at all times preserve the tradition of loyalty to the Assembly. The officer should also bear in mind the provisions of the Official Secrets Act and the penalties which can result due to contravention of the Act.

(d) An assembly officer who may wish to contest for a political seat will be required to resign from the service subject to prevailing legislations.

12.17 Impartiality

Assembly officer shall at all times carry out the duties of the office with impartiality and objectivity in accordance with Articles 10, 27, 73(2)(b) and 232 of the Constitution.

12.18 Collections and Harambees

Assembly officer shall not use his office or place of work as a venue for soliciting, collecting harambees, either as a collector or promoter of public collection, obtain money or other property from a person using his official position.

12.19 Conduct of private affairs

Assembly officer shall conduct private affairs in a manner that maintains public integrity of the office; pay taxes due from him within the prescribed period and not neglect their financial or legal obligations.

12.20 Bullying

Assembly officer shall not bully any person. For the purpose of this section 'bullying' includes repeated offensive behavior which is vindictive, cruel, malicious or humiliating and is intended to undermine a person.

12.21 Sexual Harassment

An Assembly officer shall not sexually harass a member of the public or fellow public officer. "Sexually harass" includes doing any of the following, if the person doing it knows or ought to know that it is unwelcome:

- (a) Making a request or exerting pressure for sexual activity or favors;
- (b) Making intentional or careless physical contact that is sexual in nature; and
- (c) Making gestures, noise, jokes or comments including innuendos, regarding another person's sexuality.

12.22 Nepotism

An Assembly officer shall not practice undue favoritism to their relations and close relatives at the expense of the service.

12.23 Acting through others

- (a) An Assembly officer contravenes the code if he causes anything to be done through another person that would constitute a contravention of the code if done by the public officer, or allows or directs a person under their supervision or control to do anything that is in contravention of the code.
- (b) Contravention shall not apply where anything is done without the public officer's knowledge or consent or if the public officer has taken reasonable steps to prevent it. An Assembly officer who acts under unlawful direction shall be responsible for his action.

12.24 Reporting improper orders

An assembly officer shall report to the Authorized Officer or the KCASB, as the case may be, any order required of him that he shall consider improper or unethical.

12.25 Declaration of Income, Assets and Liabilities

- (a) Every Assembly officer shall on initial appointment and bi-annually thereafter submit a declaration of income, assets and liabilities of himself, spouse(s) and dependant children under eighteen (18) years of age to the KCASB. The officer shall also make a similar declaration on exit from the service.
- (b) An officer who fails to submit a declaration or clarification as required, or who submits information that he knows is false or misleading, shall be liable to disciplinary action.
- (c) If an investigation discloses that the assembly officer has contravened the Code of Conduct and Ethics, the appropriate disciplinary action will be taken against the officer; or if the Board is of the view that civil or criminal proceedings ought to be considered, the matter may be referred to the responsible state agency.

12.26 Confidentiality

- (a) An Assembly Officer shall uphold confidentiality as stipulated in the Official Secrets Act (CAP 187) on appointment and on leaving the service of the County Assembly.

- (b) The Human Resource Office should bring to the attention of all the employees, the provisions of the Official Secrets Act (CAP 187) on appointment and at any other time as may be deemed necessary.

12.27 Public Statements

- (a) Assembly officer shall not unless authorized by the KCASB or the Clerk make statement to the press or other organization in regard to the County Assembly matters.
- (b) An officer while acting in his capacity as a duly appointed officer of the union may comment or make statement to the press or other agency of public information on matters affecting the County Assembly Service pertaining to terms and conditions of service.

12.28 Conflict of Interests

- (a) A "conflict of interest" involves a conflict between the public duty and the private interests of a County Assembly officer in which the officer's private capacity interests would improperly influence the performance of their official duties and responsibilities.
- (b) A County Assembly officer:
 - i. Shall use the best efforts to avoid being in a situation where personal interests' conflict or appear to conflict with the officer's official duties;
 - ii. Shall not hold shares or have any other interest in a corporation, partnership or other body, directly or through another person, if holding those shares or having that interest would result in the County Assembly officer's personal interests conflicting with his official duties;
 - iii. whose personal interest conflict with his official duties shall declare the personal interests to his supervisor or other appropriate body and refrain from participating in any deliberations with respect to the matter;
 - iv. shall not award a contract, or influence the award of a contract to: -
 - a. Himself/herself,
 - b. A spouse or relative,
 - c. A business associate, or
 - d. A corporation, partnership or other body in which the officer has an interest;
 - v. who is serving on a full-time basis shall not participate in any other gainful employment;

- vi. shall not allow himself to be influenced in the performance of his duties by plans or expectations for or offer of future employment or benefits and shall disclose, in writing to the Board all offers of future employment or benefits that could place him in a situation of conflict of interest; and
- vii. shall not be engaged by or act for a person or entity in a matter in which the officer was originally engaged in as a County Assembly officer, for at least two years after leaving the County Assembly office.

(c) In this section "personal interest" includes the interest of a spouse, relative, or business associate.

12.29 Uniforms for Officers

- (a) Officers offering common services such as Table Clerks, Sergeant-at-arms, Receptionists/customer care officers, Drivers and Messengers are required to wear uniforms will be issued with at least two pairs of appropriate uniform on deployment.
- (b) Issues of uniforms and dates of their issue must be recorded in the Stores Ledger.
- (c) All officers who are provided with uniform will be required to maintain them in a clean and decent condition and to wear them at all times while on duty.
- (d) Disciplinary action may be taken against any officer who fails to observe this Regulation.

12.30 Dress Code

- (a) The Assembly shall strive to maintain a workplace environment that is well functioning and free from unnecessary distractions and annoyances. All employees shall therefore be expected to present a professional, business-like image to clients, visitors, customers and the public.
- (b) Male employees who work in offices shall be required to wear long sleeved shirts, neck ties, coats and closed shoes during working hours, while female employees may wear official trousers/trouser-suits, business-like dresses, skirts worn with or without blazers and closed-toe shoes.

- (c) Employees shall not wear casual clothing- such as dungarees, jeans, halter-tops, short trousers, tube tops, short skirts, sheer fabrics, bare legs and spaghetti T-shirts, sandals, slippers, track suits, sports shoes, etc. unless any of the above items shall be part of the usual attire at a given event or for any other acceptable reason. It shall be forbidden for employees to wear tight, revealing or otherwise workplace-inappropriate dress while engaged in the business of the Assembly.
- (d) Employees shall be expected to adhere to acceptable grooming standards. All employees shall be required to maintain their hair in a clean, combed, and business-like style ("punk" or other eccentric hairstyles shall be considered inappropriate, as shall be the wearing of excessive makeup). Male employees shall be required to keep sideburns, moustaches, and beards well groomed.
- (e) The above notwithstanding, and as may be determined by the KCASB, the Assembly as is practiced in other public institutions may designate Fridays as a dress down day whereby dressing may be the Assembly branded outfits.
- (f) Employees required to wear the Assembly uniforms or protective clothing provided by the Assembly, depending on the nature of their jobs shall be expected to wear them properly and in their entirety. The uniforms must be clean, pressed, and neatly maintained at all times.
- (g) Disciplinary action may be taken against employees who fail to adhere to proper standards with respect to appearance and demeanor.

12.31 Report in Cases of Bankruptcy or Judgment-Debtors

- (a) An officer who is declared bankrupt becomes insolvent or seriously indebted shall at once report the matter to the Clerk. Failure to report such matter shall be regarded as a serious offence rendering the officer liable to disciplinary action being taken.
- (b) An officer who has reported bankruptcy, insolvency or indebtedness shall without delay submit a complete statement of facts of the case to the Clerk who will decide whether the circumstances would necessitate disciplinary proceedings being instituted.

- (c) In no circumstances shall a bankrupt, insolvent or seriously indebted officer be permitted to be employed on duties involving the handling of County Assembly funds.
- (d) Every instance in which an officer becomes a judgment-debtor or whenever proceedings are taken against an officer in bankruptcy, the Clerk will seek for a report from the registrar of the relevant court.

SECTION 13: PERSONNEL RECORDS

- (a) Employees shall be required to keep their work environment clean and orderly. Before departing at the end of their workday, employees should lock all files and cabinets and clear all sensitive and confidential work materials from desk surfaces.
- (b) The Assembly shall maintain personnel files containing information on past and present employees. The Human Resource Management Function shall be responsible for maintaining and updating the records of all employees of the Assembly.
- (c) Personnel records shall constitute individual employees' personal history from the time of engagement. It shall also contain data on an employee's pre-engagement history; e.g., details of previous employment, educational background, etc. and statistics and data for use in producing statistics.
- (d) Employees' documents shall comprise: letters of application for employment, copies of certificates, copies of letters of reference, CV's, interview reports, signed documents relating to engagement and terms and conditions of employment, medical reports, performance appraisal reports etc.
- (e) Such documents shall be filed in Personal Files kept and maintained in the HR Management Function's Registry Section.
- (f) Personal Files shall be kept in numerical order.
- (g) Files of current employees and those who have left service shall be kept separately. In the case of leavers, the date and reason for leaving shall be indicated on each file.
- (h) Personal files shall be regarded as privileged documents and shall be removed from the Human Resource Management Function only if requested by and for the use by the Clerk, Directors and Departmental Managers. Such requests shall be made to the Head of the Human Resources Management function or by the officials concerned and the files shall be handed personally to them or their assistants who shall:
 - i. Sign for the files

- ii. Return the files to the relevant Human Resource Management Function office not later than 4.00 p.m. on the same day.
- (i) Any other persons requiring information from personal files shall apply to the Head of Human Resource Management Function and if any reference is to be made to the files, this shall be done in the Human Resource Management Function Offices and on no account shall the files be removed from the Human Resource Management Function Offices except as provided above.

13.2 Senior Officers' Personal Files

Personal files for Senior Officers shall be maintained separately by Human Resource Management Department.

13.3 Personal Record Cards

- (a) The Human Resource Management Function shall maintain record cards showing service details in respect of each employee.
- (b) The information contained on the record cards shall be regarded as confidential and shall only be communicated to those people who require to be advised in connection with the employee's employment and payment of salary and allowances.

SECTION 14 POLICY COMMUNICATION, IMPLEMENTATION, REVIEW AND EFFECTIVE DATE

14.1 Communication

This policy document shall be communicated to the Assembly Service staff by the Clerk

14.2 Implementing and Monitoring

The Clerk shall be responsible for the implementation and monitoring of the Human Resources Procedures and Policy Manual.

14.3 Review

The manual will be reviewed as need arises but not later than five (5) years to reflect policy changes affecting human resource management in the Assembly Service. The manual will be subject to the Constitution of Kenya (2010), prevailing Kenyan Laws and other International Conventions.

14.4 Effective Date

This Human Resources Policy and Procedures Manual shall be implemented with effect from 1st July, 2021.

14.5 Approval

This Human Resources Policy and Procedures Manual was approved by the Kitui County Assembly Service Board on 24th June 2021

AUTHORIZATION

SIGNED,



DATE:

27/7

HON. GEORGE M. NDOTTO

CHAIR, KITUI COUNTY ASSEMBLY SERVICE BOARD
OFFICIAL STAMP AND SEAL

APPENDICES

Appendix I: Application for Employment Form

KCASB-1

COUNTY ASSEMBLY OF KITUI



COUNTY ASSEMBLY SERVICE BOARD

APPLICATION FOR EMPLOYMENT FORM

Please complete this form in **BLOCK** letters as appropriate and submit to the Clerk/Secretary, Kitui County Assembly Service Board, P.O. BOX 694 – 90200 KITUI, KENYA.

1. Vacancy Applied For

Vacancy/Post: Vacancy No:

Department: Section:

2. Personal Details

Name of applicant: Title:

Surname First Name Other Name(s): (Prof/Dr/Mr./Mrs./Miss/MS/Rev)

Date of Birth: Gender: Male [] Female []
(dd-mm-yyyy)

Marital Status: Single [] Married [] Widowed [] Divorced []

Children (How many? If applicable)

Nationality: ID No/Passport No: Employment P/No:

KRA PIN Postal Address:..... Code:.....
Home County:Home Ward:Village:
Home District: Division:Sub County/Constituency:
Telephone:.....Mobile:.....E-mail address:.....
Alternative contact person:..... Telephone:.....

3. Applicants in the Public Service Only

Ministry/Department/Other Public Institutions: Station:
Present Substantive Post:Job group:effective date:.....
(dd-mm-yyyy)

Upgrading (if applicable) post:effective date:
(dd-mm-yyyy)

Terms of Service: Permanent[☐] Contract [☐] Temporary [☐] Provident [☐] Supernumerary[☐]

4. Applicants in Private/NGO/Other Sectors

Current employer:..... Position held:.....effective date:.....
(dd-mm-yyyy)

Salary (monthly) Kshs.....

5. Other Details

Ethnicity: Indicate the language(s) you are proficient in

Do you suffer from any physical impairment? Yes [☐] No [☐]

If yes give details:.....

Have you ever been convicted of any criminal offences or a subject of probation order? Yes [] No []

Have you ever been dismissed or otherwise removed from employment? Yes [] No []

If Yes, State reason (s) for dismissal/removal.....effective date.....
(dd-mm-yyyy)

Have you ever been interviewed by County Assembly Service Board of Kitui before?
Yes [] No []

If Yes, State the Post:..... Interview date:.....

(Declaring the above information will not necessarily debar an applicant from employment in County Public Service. Each case will be considered on its own merit)

6. Academic/Professional/Technical Qualifications (Starting with the Highest)

Year		University/College/ Institution/School	Award/Attainment (e.g Degree, Diploma, Certificate)	Courses (e.g PhD, Msc, BA)	Subject (Econ, Maths e.t.c)	Class/Grade
From	To					

Briefly state your current duties, responsibilities and assignments

.....

.....

.....

.....

.....

.....

Please give details of your abilities, skills and experience which you consider are relevant to the position applied for. The information may include an outline of your most recent achievements and your reasons for applying

.....

.....

.....

.....

.....

Personal References

The names of distinguished persons should not be used unless they really know you well; the names of relatives or of those from whom you send testimonials should not be used. The names of members or staff of the County Assembly Service Board of Kitui should also not be used.

1. Full Name:

Address:

Telephone No:E-mail address:

Occupation:

Period for which he/she has known you:

2. Full Name:

Address:

Telephone No: E-mail address:

Occupation:

Period for which he/she has known you:

Declaration:

I hereby certify to the best of my knowledge that the particulars given on this form are correct and I understand that any incorrect information may lead to disqualification and /or legal action.

Date:

(dd-rnm-yyyy)

.....

Signature of the Applicant

Appendix II: Next of Kin & Dependants Form

KCASB - 2

COUNTY ASSEMBLY OF KITUI
OFFICE OF THE CLERK

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

Next of Kin & Dependants Form

PERSONAL DETAILS

P/No./ID NO

NAME

Surname

First Name

Other Names

MOBILE

P.O. Box

POSTAL CODE

Next of Kin 1

Name

Relationship to you

P.O. Box/Code

Email

Telephone

Next of Kin 2

Name

Relationship to you

P.O. Box/Code

E-mail

Telephone

BENEFICIARIES

S/NO	Name	ID Number/Birth Cert. Number	Relationship	Percentage (%)	Mobile No.
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

NB:

- i Copies of the Identity Card and/or Birth Certificate (as applicable) should be attached for all the dependants.
- ii The total percentage should not exceed 100%. The employee will apportion to all the dependants/beneficiaries as she/he wishes.

DECLARATION

I truly affirm that the above information is true to the best of my knowledge. I further understand that the duly completed and signed form is binding.

Signature:

Date:

**COUNTY ASSEMBLY OF KITUI
OFFICE OF THE CLERK**

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

PERSONAL PARTICULARS FORM

Recent
colored
passport
photo

A. PERSONAL INFORMATION

SURNAME _____ Other Names _____ Gender _____

Date of Birth _____ (dd/mm/yr) ID NO. _____ Weight _____ Height _____

P/NO. _____ PIN NO. _____ NSSF NO. _____ NHIF NO. _____

Home Address _____ Code _____ Town _____

County _____ Cell phone No _____

Marital Status _____ (Single/Married/Divorced/Widowed)

Name of Spouse _____ ID No. _____ Cell phone No. _____

Children/Dependants

S/No	Name	Date of Birth	Gender	Relationship	ID/Birth Cert. No.
1.					
2.					
3.					

4.					
5.					
6.					
7.					

B. MEDICAL STATUS (Pre-existing illness/condition/allergy) state if any.

<u>NAME (Person)</u>	<u>Illness/Condition/Allergy</u>

C. EDUCATIONAL BACKGROUND

SCHOOLS/COLLEGES **FROM** **TO** **COURSE** **AWARD**
Name of University

Name of College **FROM** **TO** **COURSE** **AWARD**

Name of Secondary School

Name of Primary School

D. EMPLOYMENT HISTORY

Date joined COUNTY ASSEMBLY _____ Designation _____

Salary Scale _____ Department _____

Retirement Scheme/Fund _____ Date Joined _____

***Adherence to Chapter Six (Integrity) YES/NO - Attach certificates on the same.**
(For the new employees only)

PREVIOUS EMPLOYMENT (Please complete in order of recency)

<u>NAME OF EMPLOYER</u>	<u>DATE JOINED</u>	<u>DATE LEFT</u>	<u>POSITION HELD</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

NB: Please attach copies of /Birth/Marriage/Academic Certificates C.V. & any other relevant documents.

E. NEXT OF KIN INFORMATION

1. Next of Kin's Name:.....
 Relationship to Employee:.....
 Date of Birth:.....
 Contact Number (Work):.....
 Contact Number (Mobile):.....
 Postal Address:.....Email:.....

2. Next of Kin's Name:.....
 Relationship to Employee:.....
 Date of Birth:.....
 Contact Number (Work):.....
 Contact Number (Mobile):.....
 Postal Address:.....Email:.....

The following are my beneficiary(ies).

No.	Name	Address	Relationship	National ID/Birth Cert.No.	Percentage Benefits allocation (%)
1.					
2.					

3.					
4.					
5.					
6.					

DECLARATION

I solemnly declare that the information I have given inhere is true to the best of my knowledge and belief. I take full responsibility of the same.

Employee's Signature:.....**Date:**.....

Clerk of Assembly.....**Sign**.....

Rubber Stamp.....**Date**

NB. May provide additional information in a separate sheet.

COUNTY ASSEMBLY OF KITUI OFFICE OF THE CLERK

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

OFFICIAL SECRETS ACTS, 1968

DECLARATION

To be signed by Public Servants on Appointment

My attention has been drawn to the provisions of the official Secret Act, 1968, which are set out in this document, and I am fully aware of the serious consequences which may follow any breach of this provisions.

I understand that the sections of the Official Secrets Acts set out on the back of this document, cover material published in a speech, lecture, or radio or television broadcast, or in the Press, or in the book form. I am aware that I should not divulge any information gained by me as a result of my appointment, to any unauthorized person, either orally or in writing without the previous official sanction in writing of the Department appointing me, to which written application should be made and two copies of the proposed publication be forwarded. I understand also that I am liable to be prosecuted if I publish without official sanction any information I may acquire in the course of my tenure of an official appointment (unless it has already officially been made public) or retain without official sanction any sketch, plan, model, article, note and that these provisions apply not only during the period of my appointment but also after my appointment has ceased.

Name:

Signed:

Witnessed.....

Date.....

EXTRACTS FROM THE OFFICIAL SECRETS ACTS, 1968

Part 11, section 3 of the official secrets Act, 1968, provides as follows:-

3. (1) Any person who, for any purpose prejudicial to the safety or interests of the republic.
- a) Approaches, inspects, passes over, is in the neighborhood of or enters a prohibited place; or
 - b) Makes any plan that is calculated to be or might be directly or indirectly useful to a foreign power or disaffected person; or
 - c) Obtains, collects, records, publishes or communicates in whatever manner to any other person any code word, plan, article, document or information which is calculated to be or might be or is intended to be directly or indirectly useful to a foreign power or disaffected person, shall be guilty of an offence.
- (2) Any person who takes a photograph of a prohibited place or who takes a photograph in a prohibited place, without having first obtained the authority of the officer in charge of the prohibited place, shall be guilty of an offence.
- (3) Any person who has in his possession or under his control any code word, plan, article, document or information which:-
- a) Relates to or is used in a prohibited place or anything in a prohibited place; or
 - b) Has been made or obtained in contravention of this Act ; or
 - c) Has been made entrusted in confidence to him by any person holding office under the Government; or
 - d) Has been entrusted in confidence to him owing to his position as a person who hold or has held a contract made on behalf of the Government or a contract the performance of which in whole or in part is carried out in a prohibited place or as a person who is or has been employed under a person who holds or has held such an office or contract,
- And who for any purpose or in any manner prejudicial to the safety or interests of the republic-
- i. Uses the code word, plan article, document or information; or
 - ii. Retains the plan, article or document in his possession or under his control when he has no right so to retain it, or fails to comply with all directions issued by lawful authority with regard to its return or disposal, shall be guilty of an offence.
- (4) Any person who, having in his possession or under his control any plan, article, document or information that relates to munitions of war, communicates it directly or indirectly to any foreign power, or to the safety or interests of the Republic, shall be guilty of an offence.
- (5) Any person who receives any code word, plan, document or information knowing or having reasonable grounds for believing at time when he receives it, contravention of this Act, shall be guilty of an offence, unless he proves that the communication to him of the code word, plan, article, document or information was contrary to his wishes.

(6) Any person who has in his possession or under his control any code word, plan, article, document or information of a kind or in the circumstances mentioned in paragraphs (a) to (b) inclusive of this section and who:

- a) Communicates the code word, plan, article, document or information to any person, other than a person to whom he is authorized to communicate it or to whom it is duty to communicate it; or
- b) Retains the plan, article or document in his possession or under his control when he has no right so to retain it or when it is contrary to his duty so to retain it, or fails to comply with all directions issued by lawful authority with regard to the return or disposal thereof; or
- c) Fails to take reasonable care of, or so conducts himself as to endanger the safety of, the code word, plan article document or information, shall be guilty of an offence and liable to imprisonment for a term not exceeding five years.

(7) Any person who:

- a) Allows any other person to have possession of any official document issued for his use alone, or communicates to any other person any code word so issued; or
- b) Without lawful authority or excuse, has in his possession any official document or code issued for the use alone of some person other than himself; or
- c) On obtaining possession of any official document by finding or otherwise neglects or fail to restore it to the person or authority by whom or for whose use it was issued or to a police officer, shall be guilty of an offence and liable to imprisonment for a term not exceeding five years.

Part IV, Section 20 of the Official Secrets Acts, 1968, provides as follows:

20. Any person who is guilty of an offence under this Act for which no penalty is specifically provided shall be liable to imprisonment for a term not exceeding fourteen years.

COUNTY ASSEMBLY OF KITUI OFFICE OF THE CLERK

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

Evaluation sheet for Confirmation of Appointment

a). Employee's Personal Details.

Name of the Employee:

Personal Number:

Department:

Date of Appointment:.....

Designation:.....

Evaluation Period: From: To:

Date of evaluation:

S/No	Attribute	Max Score	Self Score	Supervisor's Score	Final CASB	Gradation		
						Good	Average	Poor
1	Discharge of assigned responsibility	40				30+	20-30	20-
2	Independent Working mind	10				7+	4-7	4-
3	Initiative/ Leadership Quality	10				6+	4-6	4-
4	Passion/commitment for the job	10				7+	5-7	5-
5	Innovation/ Idea generation	10				6+	4-6	4-
6	Quality System Conformity	20				15+	10-15	10-
7	Disciplined & responsible Behavior	10				8+	6-8	6-
8	Result Orientation	20				15+	6-8	6-
9	Team Player	20				15+	10-15	10-
10	Versatility	10				8+	6-8	6-
11	Interpersonal Relations	10				8+	6-8	6-
12	Timeliness in work delivery	10				8+	6-8	6-
13	Punctuality	10				8+	6-8	6-
14	Absenteeism	10				8+	6-8	6-
15	Career oriented	10				7+	4-7	4-
16	Attitude towards work	10				7+	5-7	5-
17	Job Knowledge	20				15+	10-15	10-
18	Communication	10				8+	6-8	6-
	Total	250				186+	134-179	118-

Note: For evaluation of S/No 1, refer to Roles & Responsibilities assigned in the Job Description.

b). Commitment from the employee

Above evaluation is understood and accepted by me.

I undertake to improve my performance in S/No:

Name:.....Sign:.....Date:

c). Supervisors/Evaluators Comment for the Management Board

Recommend-Confirm []

Recommend-Not Confirm but Extend []

Recommend-Terminate []

Areas of Improvement/Comment:

Recommended Training:

Evaluation done by: Sign:

Date:

Comment

d). Award a score for each of the two variables

I). Performance: (out of 100%)

II). Conduct:(out of 100%)

e). KCASB's Resolution

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

Confirm []

Extend Probation []

Terminate []

*Extend for months

Signed (Chairman)Date

Signed (Secretary)Date

COUNTY ASSEMBLY OF KITUI

OFFICE OF THE CLERK

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

INDUSTRIAL ATTACHMENT ASSESSMENT FORM

Student's Name..... Reg. No.....

Institution/Organization:

Programme:

Course.....

Period of attachment:

Please give your assessment of this attachee's performance during the period of attachment on the 4-point scale below:

ATTRIBUTES TO BE ASSESSED	RATINGS			
	Excellent (>80%)	Good (60-79%)	Average (40-59%)	Poor (<40%)
	4	3	2	1
1. Willingness to learn				
2. Timeliness in work delivery				
3. Organization & planning				
4. Adherence to instructions				
5. Punctuality				
6. Adherence to regulations				
7. Dependability & Adaptability				
8. Communication				
9. Reliability				
10. Team work				
TOTAL SCORE				

Overall assessment of the attachee as determined by the average score *(please tick as appropriate)*

Excellent []

Good []

Average []

Poor []

Assessor's general remarks.....
.....
.....
.....

Assessed by: Name:Position/Designation:

Signature: Date:

Signed by the Attachee: Date:

**COUNTY ASSEMBLY OF KITUI
OFFICE OF THE CLERK**

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

To: Human Resources

Payroll Section

CHANGE OF PAY POINT

I,[Full Name] of ID number
hereby request that the salary [] allowances [] entitled to me be remitted to the following account
details (*please tick appropriately*).

Bank

Branch

Account Number

I further declare that I owe no loan/financial obligation to any bank/Sacco.

Signature Date

NB: Please attach the letter of clearance from your current bank.

Appendix VIII: Leave Request Form

KCASB - 8

COUNTY ASSEMBLY OF KITUI
OFFICE OF THE CLERK

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

LEAVE REQUEST FORM (TO BE FILLED IN DUPLICATE)

TO:

THROUGH:

EMPLOYEE DETAILS				
Personal No.	Employee's Full Name:			Contact Address:
Department:	Section:	Designation:	Salary Scale (CASB)	
LEAVE REQUEST DETAILS				
Type of Leave: (Annual/Maternity/Paternity/Compassionate/Study/Terminal), Other..... (Please Specify)				
No. of Days Requested	Starting Date:	Applicant:	Officer Relieving the Applicant:	Head of Section/Department:
		Name, Signature & Date	Name, Signature & Date	Name, Signature & Date

FOR OFFICIAL USE : VERIFICATION BY THE HUMAN RESOURCE OFFICE						
Accumulated Leave Days	No. of Days Approved	End date	Reporting Date	Leave Balance Days	Last leave Days Granted	Date of Last Leave Taken
Qualifies for Leave Allowance (Yes/No.)	Leave Allowance (Kshs)	Principal Human Resource Officer:				
		Name, Signature & Date				

APPROVAL BY THE OFFICE OF CLERK OF THE ASSEMBLY
Clerk: Approved/Not Approved
Name, Signature & Date

PAYROLL SECTION
I have confirmed the approved details and paid the leave allowance where applicable as indicated above:
Name of Payroll Officer : Signature & Date

PUBLIC OFFICER ETHICS ACT, 2003
DECLARATION OF INCOME, ASSETS AND LIABILITIES
(Section 26 of the Public Officer Ethics Act, No. 4 of 2003)

1. Name of public officer

(Surname)	(First name)	(Other names)
-----------	--------------	---------------

2. Birth information

a. Date of birth: _____

b. Place of birth: _____

3. Marital status: _____

4. Address

a. Postal address: _____

b. Physical address: _____

5. Employment information

a. Designation: _____

b. Name of Employer: _____

c. Nature of employment (permanent, temporary, contract, etc.): _____

6. Names of spouse or spouses

(Surname)	(First name)	(Other names)
-----------	--------------	---------------

7. Names of dependant children under the age of 18 years.

(Surname)	(First name)	(Other names)
-----------	--------------	---------------

8. Financial statement for: _____
(A separate statement is required for the officer and each spouse and dependant child under the age of 18 years. Additional sheets should be added as required.)

- a. Statement date: _____
b. Income, including emoluments, for period from _____
; _____ to _____.

(Including, but not limited to, salary and emoluments and income from investments. The period is from the previous statement date to the current statement date.

For an initial declaration, the period is the year ending on the statement date.)

Description	Approximate amount

- c. Assets (as of the statement date)

(Including, but not limited to, land, buildings, vehicles, investments and financial obligations owed to the person for whom the statement is made.)

Description (include location of asset where applicable)	Approximate value

- d. Liabilities (as of the statement date)

Description	Approximate amount

9. Other information that may be useful or relevant:

I solemnly declare that the information I have given in this declaration is, to the best of my knowledge, true and complete.

Signature of officer:

Date:

Witness:

Signature:

Name:

Address:

COUNTY ASSEMBLY OF KITUI

OFFICE OF THE CLERK

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

PART A: TO BE FILLED BY EMPLOYEE

Employee Name:P/NO.....

Date employed:Last working Date:

Employment terms Tick as appropriate.

Permanent & Pensionable [] Contract [] Temporary/intern []

PART B: DEPARTMENTAL CLEARANCE

To be filled by the Heads of Departments as listed below:

SECTION I: TO BE COMPLETED BY THE SUPERVISOR

ITEM	CLEARED/NOT CLEARED
Office Keys (Office, Desk, safe, cabinets, etc)	
County Assembly guidelines and/or manual(s)	
Departmental/company-issued IT equipment (e.g. computer, mobile phone)	
Tools/equipment/safety equipment (company car, safety gear, helmet & boots etc)	
Marketing materials	
Telephone calling card/account	
If departmental purchaser, ensure suppliers and vendors too are notified of the changes	
Detailed handover notes/assignment prepared and signed off as well as any tender evaluation reports.	
Others	

Overall remarks by the supervisor

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

Name..... Sign..... Date.....

SECTION II: ACCOUNT/FINANCE DEPARTMENT

ITEM	Kshs	CLEARED/NOT CLEARED
Outstanding imprest, IOUs(if any)		
Outstanding/Un-cleared loans (if any)		
Any outstanding monies KES (if any)		
Any other		

Overall remarks by the Principal Finance Officer

.....
.....

Name..... Sign..... Date.....

SECTION III: TO BE COMPLETED BY PAYROLL OFFICER

ITEM	Amount (KES)	CLEARED/NOT CLEARED
Outstanding Personal Loan (If any)		
Outstanding Car Loan (If any)		
Outstanding Salary Advances (If any)		
Sacco Society (If any)		
Outstanding Fuel expenditure (If any)		
Recovery of personal telephone call cost (If any)		
Outstanding Motor Vehicle Insurance Premiums (If any)		

Overall remark by the Payroll Officer

.....

.....

Name..... Sign..... Date.....

SECTION IV: ICT DEPARTMENT

ITEM	CLEARED/NOT CLEARED
Removal of network access account (network, applications, servers, routers, firewalls etc.)	
E-mail account/Internet Access. Should e-mail be rerouted? If so: User ID	
Surrender of Computer and confirm power-on passwords if available are deleted.	
Surrender of Laptop (including all Accessories i.e. Bag, Charger etc)	
Surrender of Printer (laser, inkjet, all-in-one)	
Surrender Fax and/or copier	
Surrender Cell phone and accessories	
Surrender Projector	
Availability of backup of all official documents in CD or the user's computer/laptop.	
Return of Telephone heads and access	
Remove details from Web pages (internet) and Intranet. (Remove all the details i.e. Name, photo etc)	
Disconnection of VPN connection access	
Disconnection of Company-provided dial-up account access	
Cancel specific software access (access control, leave, network, HR system etc.)	
If IT equipment authorized purchaser, contact suppliers and vendors to cancel employee as authorized purchaser	
Any other	

Overall remarks by head of ICT

.....
.....

Name..... Sign..... Date.....

SECTION V: HUMAN RESOURCES DEPARTMENT

ITEM	CLEARED/NOT CLEARED
I Authorize Name removal from Website/directories, signing authorities and correspondences(If any)	
Accrued Leave balances. Days	
Cash value.....	
Staff ID	
Office access cards	
Staff Access card	
Medical Excess Kshs	
Withdrawal from the Pension Scheme	
Withdrawal from Group Life Insurance	
Withdrawal from Last Expense	
Withdrawal from Medical Scheme	
Benefits information discussed	
Notice period issue discussed and agreed upon	
Final pay disposition discussed	
Signing mandates deleted and all relevant institutions advised	
Future contacts verified for correspondences	

Overall remarks by the Head of Human Resources

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

Name..... Sign..... Date.....

SECTION VI: REASON(S) FOR EMPLOYEE EXIT (to be completed by the employee)

.....
.....

Name..... Sign..... Date.....

SECTION VII: SUMMARY OF EXIT INTERVIEW (to be completed by HR)

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

Name..... Sign..... Date.....

PART C: CONCLUSION (to be completed by Clerk of the Assembly)

This is to confirm that _____ (employee name) has on this day of _____ (date) completed all the required exit clearance procedures and is hereby officially released from County Assembly Service of Kitui and having duly signed and received a copy of the clearance form, and further confirms herein that the information provided is accurate and henceforth he/she ceases to be an employee of County Assembly Service of Kitui.

Name..... Sign..... Date.....

Appendix XI: Staff Car Loan Application form

KCASB - 11

COUNTY ASSEMBLY OF KITUI
OFFICE OF THE CLERK



P.O BOX 694-90200
TEL: (044)22914
KITUI
Email: kituiassembly@gmail.com

PLACE
YOUR
PHOTO
HERE

STAFF CAR LOAN APPLICATION FORM

I.....(*Name of the Applicant*)
of P.O. Box.....hereby apply for a car loan to purchase the motor vehicle
described herein below.

DESCRIPTION

Make:Model:Body type:.....
Engine no:Chassis no:Registration no:.....
Year of manufacture:
New ☐ Second hand ☐

If second hand, attach valuation report from a motor vehicle valuer approved by the Board.

Cost of the motor vehicle (*attach invoice from the Vendor*) Kshs.
(*In words*).....

Insurance Company.....

Insurance premium Kshs.....(*In words*).....

Total loan applied for Kshs.....(*In words*).....

Name of the Vendor.....

Address of the Vendor.....

(In the event that the supplier is not a recognized dealer, Vendor must produce proof of ownership of the motor vehicle, this can be cash receipt (for any deposit paid) and invoice or any other document.)

Approximate date of delivery.....

Undertaking by the Applicant

1. I undertake to have the motor vehicle registered in the name of the Kitui County Assembly Service Board and myself.
2. I undertake to sign a loan agreement in favor of the Kitui County Assembly Service Board to enable the Board sell the motor vehicle in case of default.
3. I wish to repay the loan through monthly deduction from my salary in equal monthly installments of Kshs with effect from..... to.....
4. I agree to comprehensively insure the motor vehicle during the period of the loan.
5. I agree that the Board should take a life insurance cover for the loan and the premium to be debited in my loan account.

Date.....Applicant's signature.....

PART II: OFFICIAL USE

FINANCIAL APPRAISAL BY HUMAN RESOURCE DEPARTMENT

Monthly loan deductions (inclusive of interest and insurance) Kshs.....

(In words)

Any other deductions Kshs.....(In words).....

Net pay Kshs.....(In words).....

A third of Basic salary Kshs.(In words).....

I confirm that the information above is correct as per our records.

Remarks, in case the information provided by the Applicant is not as per the records held.

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

..... Sign.
(Human Resource Officer) Date.....

FUND ADMINISTRATOR

1. I certify that the Applicant is:

Eligible ☐ **Not Eligible** ☐

For the car loan applied for and has a current basic salary of Kenya Shillings.....(*In words*).....

2. I certify that the payment of a monthly installment of Kenya Shillings(*In words*) will not occasion pecuniary embarrassment.

3. I recommend that the application be:

Approved ☐ **Disapproved** ☐

If disapproved, give reasons.....
.....
.....
.....
.....

..... Signature

(Officer Adminstrating the Fund.) Date:.....

(Forward to the Car Loans Management Committee)

PART III

APPROVAL BY CAR LOAN MANAGEMENT COMMITTEE

Car Loans Management Committee, in a meeting held on vide Minute No.....

Approved ☐ **Disapproved** ☐ **Deferred** ☐

(If loan approved)

Loan Application for the sum of Kshs..... (*in words*).....
.....to be repaid over a period
of..... months in.....equal monthly installments of Kenya
shillings..... (*in words*).....
.....with effect from.....

If disapproved or deferred, give reasons

.....

.....
.....
..... Signature
(Chairperson, Car Loan Management Committee)

.....Signature
(Member)

Date:

LEGAL OFFICE

Date documents received
(Jointly registered log book, blank transfer form (in triplicate))

Date of registration of Transfer Form C.....

Remarks

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

Name..... Signature.....
(County Assembly Legal Counsel) Date.....

ACCOUNTS TRANSACTION

Date documents received from Legal Office

Payee

Cheque No. Amount

Voucher No..... Date

Cheque Collected by I.D. No

(Acknowledgement letter from the person collecting the Cheque)

Name Sign.
(Fund Accounts Section)

APPLICANT'S DECLARATION

I (Name of the applicant)

Personal No.....wish to instruct the County Assembly of Kitui, to deduct
monthly a Sum of Kenya Shillings.....
(In words).....from my salary with
effect from until the full repayment of the loan herein.
Sign.Date
(Applicant)

PAYROLL SECTION

I confirm that the above instructions have been received and shall be effected with effect from
.....

Name
(Payroll Accountant)

Sign. Date

**COUNTY ASSEMBLY OF KITUI
OFFICE OF THE CLERK**



P.O BOX 694-90200
TEL: (044)22914
KITUI
Email: kituiassembly@gmail.com

PLACE
YOUR
PHOTO
HERE

STAFF MORTGAGE APPLICATION FORM

PART 1: CONFIDENTIAL

1. APPLICANT'S DETAILS

Name in full.....
K.R.A. PIN No..... Passport / ID. No.....
Date of BirthNationality.....
Marital Status; Single ☐ Married ☐ Widow(er) ☐ Divorced ☐
Postal addressCode.....Town.....
Mobile Number (s).....
Email address
Amount of loan applied for **Kshs**.....(*In words*).....

Purpose of the Loan (tick below where appropriate)

Purchase ☐ Development ☐ Mortgage Loan buy-off ☐
Renovation of residential property ☐ Repair of residential property ☐
Repayment period in months:Monthly repayment amount Kshs.....
Date of Loan Application..... Applicant's Signature.....

2. APPLICANT'S EMPLOYMENT DETAILS

Personal Number: Position/Job title:
Salary scale: Terms of service:
Department: Section
Current monthly basic salary Kshs.
(*Attach current pay-slip, certified by the Payroll Accountant*)

3. THE PROPERTY TO BE PURCHASED

Brief description of the property, if the property is an existing building.

E.g. Bungalow, Maisonette, Apartment

Land Reference Number/Title number.....

Is the property freehold ☐ Leasehold ☐

If leasehold, state remaining years

Name of the Vendor

Vendor's Address.....

Vendor's Telephone Number:

Name of Current Occupier, if any

Telephone Number of the Current Occupier.....

Address of the Current Occupier.....

Purchase price Kshs.....(In words).....

Attach a Valuation Report (Less than 6 months)

4. PROPERTY UNDER:

A. CONSTRUCTION

Purchase price of the land(Where one is buying land then developing on the same)

Kshs..... (In words).....

Name of the Architect.....

Address of the Architect.....

Name of the contractor.....

Address of the contractor.....

Have building works commenced?

If yes, cost of the work already done Kshs.....(In words).....

Cost of the remaining works Kshs.....(In words).....

Expected date of completion.....

Attach the following:

- i) *Bill of Quantities signed by a qualified Quantity Surveyor.*
- ii) *Valuation report on the land (where land on which construction is to be undertaken is owned by applicant)*
- iii) *Approved Architectural and Structural designs*
- iv) *Where works have already commenced, provide a Valuation Report on the current status.*

B. RENOVATION/REPAIRS

Brief description of the intended renovation/repair

.....
.....

Estimated cost of the Renovation/Repair works Kshs.....

(In words)

Name of the Contractor.....

Address of the Contractor.....

Attach the following:

- i) *Bill of Quantities signed by a qualified Quantity Surveyor.*
- ii) *Approved Architectural designs (where there are structural changes)*

5. SECURITY/COLLATERAL

A. IF SECURITY (PROPERTY) IS OWNED BY THE APPLICANT

Land reference number/Title Number

Is the property freehold ☐ Leasehold ☐

If leasehold, state remaining years

Name of Current Occupier if any

Address of Current Occupier.....

Telephone of Current Occupier.....

Attach the following:

- i) *Valuation report (less than 6 months)*
- ii) *Original search certificate*

B. THIRD PARTY (Attach ownership documents)

Name on title deed

Land reference number/Title Number

Is the property freehold ☐ Leasehold ☐

If leasehold, state remaining years

Attach the following:

- iii) *Valuation report (less than 6 months)*
- iv) *Original search certificate*
- v) *Original Consent to charge*

6. TRANSFER OF EXISTING MORTGAGE / LOAN

Existing mortgage / Loan Account no.....

Name of Institution / Financial institution providing.....

Outstanding amount Kshs.....(In words)

(If loan is approved)

Loan Application for the sum of Kshs.....(*In words*)

to be repaid over a period of.....months in.....equal monthly installments of
Kenya shillings.....(*In words*).....

.....with effect from.....

If disapproved or deferred, give reasons.....

.....

.....Signature

(Chairperson, Mortgage Loan Management Committee)

.....Signature

(Member)

Date:

PART 2B: LEGAL, ACCOUNTS AND PAYROLL.

11. LEGAL OFFICE

Date Documents receivedDate of Search.....

Date Charge registered.....Charge Reference Number.....

Date Transfer Deed signed by borrower and letter authorizing sale in case of default

.....

(Attach proof of payment of stamp duty and legal fees.)

Remarks

.....

.....

.....

Name.....Signature.....

(County Assembly Legal Counsel) Date.....

12. ACCOUNTS TRANSACTION

Date documents received from Legal Office

Payee.....

Cheque No. Amount Kshs.....

Voucher No. Date

Cheque Collected by I.D. No.

(Acknowledgement letter from the person collecting the Cheque)

Name Sign.

(Fund Accounts Section)

13. APPLICANT'S DECLARATION

I.....(*Name of the applicant*)
Personal No.....wish to instruct the County Assembly of Kitui, to deduct
monthly a sum of Kenya Shillings.....(*In words*).....
.....from my salary
with effect from.....until full repayment of the loan herein.

Sign.

(*Applicant*)

Date

14. PAYROLL SECTION

I confirm that the above instructions have been received and shall be effected with effect from
.....

Name

(*Payroll Accountant*)

Sign.

Date

**COUNTY ASSEMBLY OF KITUI
OFFICE OF THE CLERK**

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

To:
The Clerk/Secretary
P.O. Box 694 - 90200
KITUI

MORTGAGE LOAN - BANK PROFORMA

I, Full Name) of ID Number
..... wish to advise that the Mortgage Loan approved for me to be
remitted to the following bank details:

BANK NAME:

BRANCH NAME:

ACCOUNT NUMBER:

SIGNATURE: DATE:

COUNTY ASSEMBLY OF KITUI OFFICE OF THE CLERK

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

LOAN RECOVERY ADJUSTMENT FORM

To: **Date** [dd/mm/yyyy]:

BORROWER'S DETAILS [*Please fill in the details as required*]

Personal Details:

Personal File No.:

Full Name:

Surname

First Name

Other Names

ID Number: Designation:

P.O. Box: Postal Code:

Mobile No. E-mail

Loan Type: Mortgage [] Car Loan [] Other(Specify):

Loan Amount granted: KES

Outstanding balance: KES

Current Monthly Instalment: KES Proposed Monthly Instalment: KES

Effective Date [dd/mm/yyyy]:

*****FOR OFFICIAL USE ONLY(FUND ACCOUNTANT*****

Loan Type: Mortgage [] Car Loan [] Other (specify):

Approval Committee Minute No:

Amount Requested: KES Principal Granted: KES

Interest (3%): KES Total Recovered to-date: KES

Recovery Period: (Months) current Monthly Instalment: KES

Proposed monthly instalments KES.....

Start Date [dd/mm/yyyy]: End date [dd/mm/yyyy]

Recovery Period (after adjustment): (Months)

Recommended [] Not Recommended []

Fund Accountant Signature: Date:

FUND ADMINISTRATOR

Approved [] Not Approved []

Fund Administrator Signature: Date:

NB:

Loan start date should be start of the month

Other loan type could be insurance payment

COUNTY ASSEMBLY OF KITUI OFFICE OF THE CLERK

Tel: (044)22914,
Email: kituiassembly@gmail.com
Website: www.kituicountyassembly.org



Clerk's Office,
Kitui County Assembly,
P.O. Box 694 – 90200,
Kitui, Kenya

SECURITIES WITHDRAWAL REQUEST FORM

A). BORROWER'S PARTICULARS:

Full Name:

ID Number:

P/No.:Phone Number:

Borrowed Loan Type (*tick as appropriate*):

Car Loan [☐]

Mortgage [☐]

B). SECURITIES INFORMATION:

Sno	Particulars	Car loan	Mortgage
1.	Loan Reference Number		
2.	Loan Amount Disbursed		
3.	Outstanding Balance (if any)		
4.	Motor Vehicle Logbook registration Number/Land Reference Number		

C). FUND ACCOUNTANT

S/no	Particulars	Car loan	Mortgage
1.	Outstanding Balance (if any)		

RECOMMENDED []**NOT RECOMMENDED []****SIGNATURE DATE.....****D). FUND ADMINISTRATOR**

I seek permission to release the above mentioned security(s) as per the details (I confirm that there is no outstanding debt/loan balance, and that the security is not securing any other loan. The information given above is true).

Name:

Signature:

Date:

Official Stamp

E) MORTGAGE AND CAR LOAN COMMITTEE

Confirmed and cleared by the Assembly Mortgage and Car Loan Committee Members
vide minute number:
of (date).

Signed by the Chair of the committee by:

.....

Date

F). ACKNOWLEDGEMENT OF RECEIPT OF SECURITY BY THE BORROWER

I (name) do
hereby acknowledge the receipt of my documents and confirm that they are in good
order and condition.

Signed by:

Borrower's
Signature & ID Number

Witness/Responsible Officer's
Signature & ID Number

Date of Release:

Other Comments (*if any*):

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