



PUBLIC SERVICE COMMISSION

**FRAMEWORK FOR SHORT TERM EMPLOYMENT
IN THE PUBLIC SERVICE**

MAY 2019

FRAMEWORK FOR SHORT TERM EMPLOYMENT IN THE PUBLIC SERVICE

Employment Act on Contract of Service and Termination

The Employment Act at section 8 and 9 provides for employment on contractual basis. Section 10 specifies particulars of an employment contract, while section 35 gives provisions on how a contract can be terminated. Further, Section 45 of the act provides that no employer shall terminate the employment of an employee unfairly.

The conditions for short term contract employment in the Public Service

Short Term employment in the Public Service shall be on contract basis. The engagement should conform to general and specific principles in existing policies and legislation.

A Short Term Employment Contract means an agreement, in writing, to employ or to serve as an employee for a period not exceeding six (6) months.

Procedure for engagement

Short term employment contracts will only be awarded in instances where there is need to mitigate emergency situations and/or where specific expertise is required.

- i) The Public Service Commission (PSC), County Public Service Boards (CPSBs), Boards of State Corporations and relevant Service Commissions, shall authorize the appointment of persons on short term employment contracts based on requests and justification from the Authorized Officers.
- ii) The Authorized Officer shall provide the relevant job descriptions and job specifications in respect of the specific positions and, source of the funds.
- iii) The Authorized Officer shall identify persons to be engaged from the database of registered professionals and verify the authenticity of their qualifications.
- iv) The terms and conditions of employment shall be as determined from time to time as guided by the Salaries and Remuneration Commission (SRC).
- v) Persons appointed on short term employment contract shall sign a Contract of Employment as appended (PSC38).
- vi) The short term employment contract shall have the following particulars:
 - a) the name, age, permanent address and sex of the employee;
 - b) the name of the employer;
 - c) the job description of the employment;
 - d) the date of commencement of the employment;
 - e) the form and duration of the contract;
 - f) the place of work;
 - g) the hours of work;
 - h) the remuneration
 - i) the intervals at which remuneration is paid; and
 - j) Termination Clause



REPUBLIC OF KENYA

SHORT TERM EMPLOYMENT CONTRACT FORM

Please complete this form in BLOCK LETTERS and submit to the Ministry, Department or Agency that has advertised vacancies for Short Term Employment.

Ministry/Department/Agency/County:

SECTION ONE: PERSONAL DETAILS

Surname: First Name..... Other Name(s).....

Date of Birth (dd/mm/yyyy)..... Gender: (M/F)

ID No:..... KRA TaxPIN.....

Nationality:..... Ethnicity..... Home County:.....

Sub-County..... Constituency:.....

Postal Address:..... Code:..... Town/City:

Mobile Phone No:..... E-mail address:.....

Are you living with a disability? Yes / No If Yes, give;

(i) Details/Nature of Disability:.....

(ii) Details of Registration with the National Council for Persons with Disabilities

(Registration No.) Registration Date (dd/mm/yyyy)

SECTION TWO: SHORT TERM EMPLOYMENT CONTRACT AGREEMENT

1. Job Title

State the job title

2. Terms and conditions of service

Your appointment is subject to the terms and conditions outlined in this contract.

3. Date of start of employment

State the date, month and year (dd/mm/yyyy)

4. Period of employment

Insert length of contract *(in Months)*

Extension of contract is subject to the approval of the authorizing body. This period should not, however, exceed six (6) months.

5. Remuneration

Your salary will be Ksh..... payable monthly

Remuneration shall NOT attract a Service Gratuity.

6. Deductions

The employer will not make deductions from or variations to your salary other than those required by law without your express written consent.

7. Hours of work

The normal working hours shall apply.

8. Notice of termination of employment

Either party shall give one (1) month notice in writing or one month’s salary in lieu of notice.

9. Place of Work

You will be required to work at [insert Place of Work]

10. Duties

Your duties shall include: (List the Duties)

- i.
- ii.
- iii.

11. Professional registration and indemnity

You are required to effect and maintain full registration and/or license to practice with the relevant Board/Council/Professional Body throughout the period of employment.

12. Disciplinary and grievance procedures

Existing disciplinary and grievance procedures shall apply

13. Work relations

You will report to during the period of your contract

Nothing done by the employee if done in good faith for purposes of executing his/her duties shall render the employee personality liable for any action claim or demand

This agreement is signed and witnessed as below:

Employee: Name:..... Signature:..... Date:.....	Witness: Name:..... Signature:..... Date:.....
On behalf of the Government:	
Authorized Officer: Name:..... Designation:..... Signature:..... Date:.....	Witness: Name:..... Designation:..... Signature:..... Date:.....

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