

MACHAKOS UNIVERSITY



GRADES: 5 – 10

TERMS OF SERVICE

FOR

SENIOR CLERICAL, CATERING,

ADMINISTRATIVE AND TECHNICAL

STAFF

TABLE OF CONTENTS

1.0 AUTHORITY	1
2.0 INTERPRETATION.....	1
3.0 DESIGNATIONS.....	1
4.0 DUTIES.....	1
5.0 TENURE OF APPOINTMENT.....	1
6.0 TERMINATION OF APPOINTMENT	2
7.0 SALARY SCALES.....	3
8.0 INCREMENTAL DATE.....	3
9.0 HOUSING.....	3
10.0 OTHER ALLOWANCES	3
10.1 Acting Allowance	3
10.2 Travelling Allowance	4
11.0 LEAVE	5
11.1 Annual Leave.....	5
11.2 Sick Leave	6
11.3 Special Leave	6
11.4 Maternity Leave.....	6
11.5 Paternity Leave.....	7
12.0 MEDICAL BENEFITS.....	7
12.1 MEDICAL SCHEME.....	7
13.0 SUPPERANNUATION	7
14.0 HOME	8
15.0 MEDICAL EXAMINATION.....	8
16.0 ACCEPTANCE	8
17.0 DECLARATION	8
APPENDICES	10

1.0 AUTHORITY

These Terms of Service are governed by the Universities Act, 2012, Machakos University Statutes and any other amendments thereto made under the authority of the Act in its present or amended form, provided always that the terms of any appointment made shall not be altered except with the approval of the University Council.

2.0 INTERPRETATION

The interpretation of these Terms shall rest with the Deputy Vice Chancellor (Administration, Planning & Finance) subject to the right of appeal to the Vice Chancellor and to the University Council.

3.0 DESIGNATIONS

Appointment under these Terms shall include the following categories to be specified in the Letter of Appointment: Research Assistants, Administrators, Graduate Assistants, and Administrative Assistants. Secretaries, Clerical and Executive Officers, Accounts staff and other staff with similar designations.

4.0 DUTIES

- 4.1 The duties of a member of staff shall be specified on behalf of the University by the relevant Head of Department or such other officer as may be authorized by him/her.
- 4.2 Except in the case of part - time appointments explicitly so designated, members appointed under these Terms shall regard their services to the University as whole-time employment and shall not undertake other work which might encroach upon the time expected to be devoted to University duties without the permission of the Vice Chancellor.

5.0 TENURE OF APPOINTMENT

- 5.1 Appointment may be made for any period to be specified in the Letter of Appointment.

All first appointments on permanent terms in the service of the University shall be subject to a probationary period of six months with a possible extension of a further six months at the discretion of the University Council. All appointments not confirmed at the end of the maximum probationary period

shall be deemed to be terminated at the expiry of such a period. Any staff working after the maximum probationary period without authority of the Council shall not be compensated for the period worked.

- 5.2 Where after confirmation on a lower grade, a member of staff is appointed to a higher grade, but is adjudged not to have satisfactorily completed the probationary period for the higher post, such a member of staff may at the discretion of the Vice Chancellor
and on the recommendation of the Head or Chairman of the department be reverted to his former grade.
- 5.3 Subject to the provision of Section 6 below, appointments confirmed at the end of the due probationary period shall be tenable up to the age of compulsory retirement which shall be 60 years or such earlier date as may be deemed necessary on grounds of serious ill-health. However, Council reserves the right to alter the retirement age.

6.0 TERMINATION OF APPOINTMENT

- 6.1 During the period of probation following on first appointment, service may be terminated by either party giving the other one month's notice or by payment of one month's basic salary in lieu of notice.
- 6.2 After confirmation in the service of the University on completion of probation following on first appointment, services may be terminated at any time by either party giving the other three months written notice of intention to terminate the appointment or alternatively by either party paying the other three months basic salary in lieu of notice.
- 6.3 Notwithstanding the provisions of Section 5, any member of staff on these Terms may be removed from office without notice by Council if the Council is of the opinion that the Member of staff concerned has:
- i). Carried out his/her duties in a manner amounting to gross inefficiency or for failure or inability to perform the duties of his/her office or to comply with his/her appointment or
 - ii). Any physical or mental incapacity which the Council shall deem to be such as to render the person concerned unfit for the execution of the duties of his/her office or
 - iii). Committed conduct of scandalous or disgraceful nature which the Council shall deem to be such as to render the person concerned unfit to hold office or

- iv). Been convicted of any felony or misdemeanor, which the Council shall deem to be such as to render the person concerned unfit to continue to hold his/her office.

If a member of staff absents himself/herself from his/her place of work without permission for seven consecutive days, he/she shall be deemed to have automatically forfeited his/her

6.4 Appointment. However, if such a member of staff subsequently gives an acceptable explanation for his/her absence, he/she may be reinstated in his/her former appointment or grade at the sole discretion of the University Council.

7.0 SALARY SCALES

The current salary rates are as indicated in **Appendix I**

8.0 INCREMENTAL DATE

The incremental date for employees on these grades shall be 1st January annually for all those staff appointed and report for duty between 1st January and 30th June and the incremental date for those appointed and report for duty between 1st July and 31st December shall be 1st July annually.

9.0 HOUSING

- 9.1 Members of staff holding established posts shall be entitled to housing allowance of privately rented accommodation at the rates indicated in **Appendix II**.
- 9.2 The University does not undertake to provide housing for members of staff in these grades. However, the University at its discretion houses a member of staff in these grades, rent shall be payable by the member of staff at such rates as may be determined by the University Council from time to time.
- 9.3 Members of staff will be required to pay rent for University accommodation at the rate of 75% of the applicable Machakos town market rate.

10.0 OTHER ALLOWANCES

10.1 Acting Allowance

Acting allowance shall be payable to a member of staff on the recommendation of the Head or Chairman of the Department and approval of the Vice Chancellor if formerly appointed to act in a higher graded post.

To qualify for an acting allowance the acting appointment must last for at least 15 days. The Acting Allowance rates are as indicated in **Appendix III**.

10.2 Travelling Allowance

i). **Passage and Baggage**

On Appointment or termination of appointment a member of staff shall be paid for passage at the rates in **Appendix IV**:

ii). **Subsistence Allowance**

Subsistence allowance will be paid to members of staff on official University business as per the Government prevailing rates released from time to time.

- a) Where circumstances warrant, subsistence allowance may be reimbursed, respectively, up to the above amounts.
- b) A higher amount requires approval by the Vice Chancellor but should not exceed 1¹/₂times the above scales.
- c) Travel and subsistence allowance outside East Africa shall be payable at rates applicable at any time in the Kenya Public Service.
- d) Where a member of staff is required to stay in a hotel whose rates exceed his/her authorized subsistence allowance he/she shall be reimbursed at a higher rate at the discretion of Vice Chancellor.

iii). **Day Trip Allowance**

Day trip allowance shall be payable where the member of staff is on official duty outside his/her normal duty station, but who does not spend the night away from home and is not eligible for subsistence allowance. Day Trip Allowance shall be paid at the rate of half daily subsistence non-accountable allowance

iv). **Mileage Allowance**

For travel undertaken within East Africa on approved University business, mileage allowance

shall be payable at rates applicable to Civil Service from time to time; provided that no mileage allowance shall be payable for travel to points served by regular routes. A member of staff who uses his/her own vehicle on such trips shall be reimbursed the equivalent of the economy return fare. Where, however, the University Administration has authorized travel by Car for reasons of economy or convenience, mileage allowance shall be payable at the current rates

v). House to Office Allowance

- a) House to office allowance shall be paid to members of staff who use their own vehicles and live outside the University at the rate indicated in **Appendix V**
- b) That member of staff who use buses or bicycles or walk from their places of residence to work regardless of the location of their residences should be given **50%** of the applicable house to office allowance per month.

vi). Leave Traveling Allowance

A non-Accountable leave traveling allowance shall be payable annually to a member of staff in these grades when traveling on annual leave provided that in the first year of appointment, this allowance shall be payable only if a member of staff had completed 6 months of service.

The rates shall be as indicated in **Appendix VI**

11.0LEAVE

11.1 Annual Leave

- i). Leave for staff serving on these Terms of Service shall be earned at the rate of 30 days per annum exclusive of Saturdays, Sundays and Public Holidays.
- ii). Leave Year shall be from 1st January to 31stDecember.
- iii). Annual Leave shall not be accumulated and any leave not taken in any leave year shall be automatically forfeited unless prior permission to accumulate has been given by the Deputy Vice Chancellor (Administration, Planning and Finance). Any such accumulated leave shall be taken in entirely together with the leave earned in the following year or otherwise be forfeited.

Normally not more than half of annual leave entitlement shall be carried forward to a succeeding year.

- iv). Leave may be taken at any time during the leave year on the recommendation of the Head of Department and on the approval by Deputy Vice Chancellor (Administration, Planning and Finance)

11.2 Sick Leave

- i). A member of staff who is prevented by illness from carrying out his/her duties is required to furnish a medical certificate signed by a qualified Medical Practitioner to this effect within two consecutive working days of absence.
- ii). Provided that a qualified Medical Practitioner is satisfied member of staff may be granted sick leave at the following rates over a period of three years subject to the following maxima:
- iii). Staff on Permanent and Pensionable Terms 3 months on full pay and 3 months on half pay.
- iv). Staff on Contract terms 2 months on full pay and 2 months on shall half pay. In assessing entitlement to sick leave account be taken of whatever sick leave has been taken during that part of the three year period preceding the officer's illness.

On exhaustion of medical leave as stipulated above a medical board shall be constituted to assess the ability of the employee to continue performing his/her duties

11.3 Special Leave

On the recommendation of the Head or Chairman of the Department special leave including compassionate leave may be granted by the Deputy Vice Chancellor (Administration, Planning and Finance) having regard to the frequency of such absences on a special or compassionate leave on the part of the member of staff and the effect of such absences on officer's duties.

11.4 Maternity Leave

- i). Women members of staff shall be granted maternity leave with full salary for a maximum period of three (3) months.
- ii). Maternity leave may be taken approximately one month before the expected date of confinement and an application for maternity leave should be submitted to the Deputy Vice Chancellor (Administration, Planning and Finance) through the Head or Chairman of the Department at least one month before the date of commencement of leave.

11.5 Paternity Leave

Male members of staff are entitled to a paternity leave of ten (10) working days with full pay following confinement of their legal spouses. Such leave shall be approved by the Deputy Vice Chancellor (Administration, Planning and Finance) upon production of a valid birth notification and a recommendation from the relevant Head of Department/Section.

12.0 MEDICAL BENEFITS

The University shall provide outpatient medical consultation to members of staff at the University Health Unit.

12.1 MEDICAL SCHEME

The University recognizes the importance of having a healthy workforce in its services. It undertakes to provide a medical scheme that supports its corporate vision and mission. All employees of Machakos University shall adhere to the University Medical Scheme Policy and Health Insurance as may be amended from time.

Eligibility

- a) Eligibility to the medical scheme will be on forfeiture of any medical allowance payable.
Every employee in Machakos University service, excluding casuals shall be entitled to medical benefits for themselves and their eligible members of
- b) The family who include a spouse and four (4) dependent/legally adopted children under the age of eighteen (18) or twenty five (25) years for those still pursuing full time education.
- c) Only one registered spouse shall be entitled to the medical benefit.
- d) Eligible employees shall include the following:
 - i). Those serving on permanent and pensionable terms of service;
 - ii). Those serving on probationary terms of service.
 - iii). Contract terms exceeding one year

13.0 SUPPERANNUATION

Members of staff on these Terms of Service who are ordinarily residents of Kenya and whose appointments have been confirmed as provided under section 5 above shall be eligible to join the University Retirement Benefits Scheme which shall be compulsory for all staff other than:

Where an employee is appointed on a continuous contract of two years or is excluded from membership of any of the University's Retirement Benefit Schemes, under 13.1 above he/she shall be eligible for payment of gratuity at the rate of thirty-one percent (31%) of the basic salary, provided that in the

case of the contract such employee successfully completes the contract.

14.0 HOME

The Letter of Appointment shall specify the "Home" of the member of staff for the purpose of Section 10.2.

If a member of staff on first appointment is working in a place different from his/her designated "Home" and has to travel from that place such shall be deemed to be his/her "Home" for that particular journey. The decision of the University as to the specification of "Home" shall be final.

15.0 MEDICAL EXAMINATION

All offers of appointment are conditional upon the receipt of a medical report satisfactory to Council on fitness of the appointee to take up the appointment.

16.0 ACCEPTANCE

An offer of appointment under these terms shall be made by a Letter of Appointment in two copies accompanied by two copies of these Terms each signed by the Deputy Vice Chancellor (Administration, Planning and Finance) or such other University officer as may be authorized by the Deputy Vice Chancellor (Administration, Planning and Finance) to sign on his behalf.

Acceptance of the offer shall be deemed to include acceptance of the Terms of Service such acceptance being signified by the signature of the appointee on one copy of the terms and one copy of the Letter of Appointment both documents constituting the contract between the appointee and the University and finally notwithstanding the provision of the foregoing, the Council reserves the right to alter at its discretion any clauses of these Terms.

17.0 DECLARATION

Members of staff are required to give true and accurate information and claims emanating from these terms of service. The University may at its sole discretion opt to take whatever action it may deem fit in the event of submission of inaccurate information/claim, either on acceptance of this offer or any other time thereafter during the currency of the appointment made under Terms of Service.

~~~~~  
SIGNATURE OF APPOINTEE

Date~~~~~

~~~~~  
DEPUTY VICE CHANCELLOR
(ADMINISTRATION, PLANNING AND FINANCE)

Date~~~~~

APPENDICES

Appendix I

Basic Salary

Grade 10 Kshs.46,978.00 ~ 68,512.00

Grade 9 Kshs.40,878.00 ~ 60,525.00

Grade 8 Kshs.34,415.00 ~ 50,508.00

Grade 7 Kshs.30,449.00 ~ 43,931.00

Grade 6 Kshs.25,237.00 ~ 35,330.00

Grade 5 Kshs.22,157.00 ~ 31,366.00

Appendix II

House Allowance

Grade 10	~	Kshs.35,383.00	p.m.
Grade 9	~	Kshs.31,845.00	p.m.
Grade 8	~	Kshs.28,307.00	p.m.
Grade 7	~	Kshs.24,768.00	p.m.
Grade 6	~	Kshs.21,230.00	p.m.
Grade 5	~	Kshs.17,692.00	p.m.

Appendix III

Acting Allowance

Grade	Rate per Month
Grade 10	15% of Basic Salary
Grade 9	15% of Basic Salary
Grade 8	15% of Basic Salary
Grade 7	15% of Basic Salary
Grade 6	15% of Basic Salary
Grade 5	15% of Basic Salary

Appendix IV

Passage and Baggage

Grade 10	Kshs.6,127.00
Grade 9	Kshs.6,127.00
Grade 8	Kshs.5,962.00
Grade 7	Kshs.5,962.00
Grade 6	Kshs.4,829.00
Grade 5	Kshs.4,829.00

Appendix V

House to office allowance

<u>Category</u>	<u>Rates (Kshs) per month</u>
Members of staff Who use own Vehicles	Kshs.8,000.00
Members of staff who use Any other means of transport	Kshs.4,000.00

Appendix VI

Leave Traveling Allowance

Grades	Amount
9/10	Kshs. 7,253.00 p.a
7/8	Kshs. 6,642.00 p.a
5/6	Kshs. 5,759.00 p.a