

THE EMPLOYMENT ACT

(No. 11 of 2007)

IN EXERCISE of the Powers conferred by section 91(1) of the Employment Act, 2007, the Cabinet Secretary for Labour, Social Security and Services after consultation with the National Labour Board, makes the following Rules:—

THE EMPLOYMENT (GENERAL) RULES, 2014

PART I—PRELIMINARY

1. These Rules may be cited as the Employment (General) Rules, 2014.

Citation.

2. In these Rules unless the context otherwise requires:-

Interpretation.

“Act” means the Employment Act, 2007;

“medical treatment” means treatment by a registered or licensed medical practitioner, treatment at a hospital, clinic, health centre, medical aid centre or in cases of minor illness or injury, treatment by any other skilled or semi-skilled person, and in each case includes provision of drugs, dressings and medical supplies as may be necessary;

“policy statement” means policy statement on sexual harassment to be issued by an employer under section 6(2) of the Act;

Cap 2.

“ship” has the meaning assigned to it in the Interpretation and General Provisions Act, but does not include a ship of the Kenya Navy.

PART II—RIGHTS OF EMPLOYEES

3. No employer shall subject an employee to working under undue threat or inhuman conditions or to any form of slavery.

Prohibition against forced labour

4. An employer shall put in place at every work place policies which—

Employers to display or put policies in work place.

(a) promote equality of opportunity in employment in order to eliminate discrimination in employment; and

- (b) promote and guarantee equal opportunity in employment for all employees including migrant workers lawfully employed in Kenya.

Advertisement of vacancy.

5. A vacancy for a job shall be advertised in such a manner as to encourage applications from suitable candidates irrespective of their race, colour, sex, language, religion, political or other opinion, nationality, ethnicity or social origin, disability, pregnancy, marital status or HIV status.

Policy statement on sexual harassment.

6. An employer who employs twenty or more employees shall, pursuant to section 6 of the Act, issue a policy statement on sexual harassment in accordance with the guidelines set out in the First Schedule.

Statement on employees rights.

7. (1) An employer shall issue a statement on the rights of an employee as set out in the Second Schedule.

(2) An employer shall display the statement referred to in paragraph (1) in a conspicuous place which is accessible to all employees.

Itemized pay statement.

8. (1) Any employee on a contract of service exceeding six months whose wages are paid at a monthly interval shall be entitled to an itemized pay statement at or before the time at which any monthly payment of wages is made to the employee.

(2) The itemized pay statement shall be in Form 1 set out in the Third Schedule.

Execution and delivery of bond.

9. (1) Where an employer is required by the Cabinet Secretary to execute and deliver a bond under Section 23(1) of the Act, the employer shall execute a bond in Form 2 set out in the Third Schedule and shall deposit the executed bond plus money for the value of the bond with the Cabinet Secretary within thirty days of the directive of the Cabinet Secretary.

(2) A person who contravenes paragraph (1) commits an offence and any contract of service entered into between such person and any employee and which was the subject of the bond deposit shall be deemed to be void and the employer shall be liable to pay the employee whose contract has been voided wages accrued to the employee for services rendered under the contract.

Death of an employee.

10. An employer shall report the death of an employee to the Labour Officer in Form 3 set out in the Third Schedule.

PART III—PATERNITY LEAVE

Paternity leave.

11. (1) A male employee entitled to two weeks paternity leave may take the leave at once or in a manner and on dates convenient to the employer and the employee.

(2) An application for paternity leave shall be accompanied by sufficient evidence of the birth of the child in respect of whom the application is made.

(3) Paternity leave shall not exceed an aggregate of two weeks in any one year.

PART IV—EMPLOYMENT OF CHILDREN

12. (1) No person shall employ a child who has not attained the age of sixteen years without the prior written permission of an authorized officer.

Employment of a child below sixteen years.

(2) No person shall be permitted to employ a child—

(a) in such circumstances as would cause the child to reside away from its parent or guardian unless the approval of the parent or guardian to such employment has first been obtained in writing;

(b) in a bar, hotel, restaurant or club where intoxicating liquor is sold or anywhere as a tourist guide;

(c) to perform any work which denies the child an opportunity to attend school; or

(d) to perform any work which substantially restricts the child's opportunity to play with other children.

(3) The employment of any child in any specified work to be performed as part of the activities described in the Fourth Schedule shall be deemed to be harmful to the health, safety and morals of a child for purposes of section 53(2) of the Act.

(4) Subject to paragraph (1) a child who is between thirteen and sixteen years of age may be employed—

(a) in any light work specified in the Fifth Schedule; or

(b) as an apprentice or indentured learner in accordance with Industrial Training Act.

(5) A permit shall be issued under this rule and shall be renewed annually.

13. (1) A person who is authorized to employ more than ten children below the age of sixteen years on permanent basis shall designate a person, to be approved in writing by the Labour Commissioner, to be responsible for the welfare of the children.

Employment of more than ten children.

(2) A Labour Commissioner may delegate his powers of approval under this rule to any other authorized officer.

Medical certificate.

14. No person shall employ a child in a ship, other than a ship upon which only members of one family are employed, without the production of a medical certificate attesting to the fitness of the child for such work, signed by a registered medical practitioner.

Employment of a child at sea.

15. (1) A medical certificate issued under rule 14 shall be valid for one year only, provided that a medical certificate which is due to expire during the course of a voyage shall remain in force until the end of that voyage.

(2) The continued employment of every child at sea shall be subject to the production, each year, of a further medical certificate attesting continuing fitness of the child for such work.

Offence.

16. A person who contravenes any provision of this part commits an offence and shall be liable on conviction to a fine not exceeding one hundred thousand shillings or to imprisonment for a term not exceeding six months or both.

PART V — SANITATION

Provision of suitable latrines.

17. (1) An employer shall provide suitable latrines of a type and construction approved by a medical officer.

(2) The number of latrines to be provided under this rule in relation to the number of persons shall not be less than one latrine to every twenty persons at the place of residence in addition to latrines at any place of work as may be required by a medical officer.

Maintenance of latrines.

18. A latrine shall at all times be maintained in a fit state of repair and cleanliness.

Construction of latrines.

19. (1) A latrine shall be so constructed and roofed over as to be weather proof and to exclude direct sunlight.

(2) An employer shall carry out such fly proofing or anti-fly measures as the medical officer may direct.

Position of latrine.

20. (1) Where a multiple stance latrine or a block of latrines is shared by more than one family, the accommodation provided for women and children shall be separate from that provided for men and shall have a separate entrance.

(2) A latrine constructed for use by employees and their families living with them shall be sited not less than thirty yards from the nearest dwelling or kitchen, and shall not be more than sixty yards from the dwelling of the persons for whom the latrines are provided.

(3) A pit latrine shall be of such type and depth as the medical officer may direct.

(4) A pit latrine shall be deemed full when the surface of its contents is within four feet of the top of the surrounding soil, and shall

be closed or sealed in an adequate manner, to the satisfaction of the medical officer.

(5) A flush latrine may be incorporated in a building if there is efficient external ventilation and a ceiling or roof effectually sealing off the latrine from all other rooms.

21. (1) An employee and his family members shall use the latrine provided and no other place for the purpose for which such latrines are provided.

Employee to use latrine provided.

(2) A person found defecating elsewhere than in a latrine shall be guilty of an offence and shall on conviction be liable to a fine not exceeding two thousand shillings or to imprisonment for a term not exceeding one month or to both.

22. An employer shall provide dustbins or any other suitable repository with lids for the deposition of dry or semi-dry domestic waste and rubbish, and shall so dispose of such domestic waste and rubbish, by collection, burning, or any other suitable method which will prevent the breeding of flies or the causation of any other nuisance.

Dustbins.

23. (1) An employee and members of the employee's family living with the employee shall use dustbins or any other means provided for refuse disposal.

Use of dustbins.

(2) A person found depositing domestic waste or rubbish elsewhere than in the dustbins or in any other suitable repository provided, commits an offence and shall on conviction be liable to a fine not exceeding two thousand shillings or to imprisonment for a term not exceeding one month or to both.

24. An employer shall provide one or more sweepers, if the medical officer so requires.

Employer to provide sweepers.

25. An employer shall construct storm water and sullage drains adequate to carry off and dispose off surface or rain water and domestic waste water from the vicinity of the dwelling places.

Employer to construct drains.

26. Where any of the provisions of this Part conflict with the provisions of any by-laws or rules made under the Urban Areas and Cities Act, the 2011, provisions of these rules shall prevail.

Conflict of laws.

No.13 of 2011.

27. If any person is aggrieved by any order, direction, or request of a medical officer, the person may within twenty-eight days thereof, appeal in writing to the Director of Medical Services who may affirm, vary, or cancel the order, direction or requirement.

Appeal.

PART VI—MEDICAL TREATMENT

28.(1) The medical treatment of an employee shall be provided at the expenses of the employer, unless—

Expenses of medical treatment.

- (a) the illness or injury was contracted during any period when the employee was absent from his employment without lawful cause or excuse; or
- (b) the illness or injury is proved to have been self-inflicted; or
- (c) medical treatment is provided free of charge by the Government or any insurance scheme established under any written law which covers the employee.

Report of illness. 29. An employer shall take reasonable steps to ensure that every case of illness or injury of any employee occurring on the property is brought to the notice of the employer, by displaying on a notice board the necessity to report such illness or injury.

Medical treatment. 30. Where there is reasonable cause to believe that any employee is suffering from illness or injury, whether contracted as a result of the employee's work or not, every employer shall, with the consent of the employee, cause to be provided to such employee, medical treatment.

Medicine to be available at work. 31. An employer shall at all times keep and have readily available at the place of work a sufficient quantity of medicine for the treatment of malaria, epsom salts and a solution of a recognized antiseptic.

First aid kit. 32. An employer shall keep, or cause to be kept readily available at all times at the place of work, at least one first-aid kit.

Dresser or nurse. 33. An employer who employs not less than one hundred employees in any one place shall, where no public hospital or dispensary facilities are readily available near the place of employment, appoint a medical dresser, nurse or other suitable person to supervise the treatment and care of the sick.

Transport. 34. (1) Where it is likely to be necessary for an employee to go to a hospital for medical treatment and some form of transport is necessary the employer shall provide such transport as is reasonable.

(2) On the discharge of the employee from hospital, if the medical officer is of the opinion that transport is necessary to take the employee back to the workplace or residence the medical officer shall inform the employer to make arrangements for the transport, and if the employer cannot be contacted, the medical officer may himself make such reasonable arrangements for transportation of the employee at the expense of the employer.

Offence. 35. An employer who fails to comply with any of the provisions of this Part commits an offence and shall on conviction be liable to a fine not exceeding ten thousand shillings or to imprisonment for a term not exceeding six months or to both.

PART VII—FOREIGN CONTRACTS SERVICES

Foreign contracts. 36. All foreign contracts of service under section 83 of the Act shall be in the form set out in the Sixth Schedule and any security bond

required to be given under section 85 of the Act shall be as prescribed in the Seventh Schedule.

37. No foreign contract of service shall be valid or enforceable against or in respect of an employee unless and until a medical certificate in the form set out in the Eighth Schedule has been given to the attesting labour officer in respect of that employee.

Enforcement of
foreign contracts.

PART VIII—MISCELLANEOUS

38. A person who fails to comply with any of these Rules commits an offence and shall on conviction be liable except, where a penalty is expressly provided, to a fine not exceeding fifty thousand shillings or to imprisonment for a term not exceeding six months or to both.

Penalties.

39. The following Rules are revoked—

Revocation

(a) the Employment (Children) Rules, 1977;

L.N. 155/1977.

(b) the Employment Services Rules, 1977;

L.N. 156/1977

(c) the Employment (Medical Treatment) Rules, 1977;

L.N. 157/1977.

(d) the Employment of Juveniles at Sea (Medical Examination) Rules, 1977;

L.N. 158/1977.

(e) the Employment (Sanitation) Rules, 1977; and

L.N. 159/1977.

(f) the Employment (Foreign Contracts of Service) Rules, 1977.

L.N. 224/1977.

FIRST SCHEDULE

(r.6)

GUIDELINES TO MATTERS TO BE INCLUDED IN A POLICY STATEMENT ON
SEXUAL HARASSMENT

1. A statement prohibiting sexual harassment.
2. A definition of sexual harassment.
3. A complaint procedure.
4. An investigation procedure.
5. A sanction provision.
6. An appeal process.
7. A statement on protection against retaliation.
8. A statement on the employer's responsibility.
9. Penalties.

SECOND SCHEDULE

(r.7)

RIGHTS OF AN EMPLOYEE

BASIC RIGHTS

1. An employee has a right against servitude.
2. No employee should be discriminated in his employment on account of his race, colour, sex, language, religion, political or other opinion, nationality, ethnic or social origin, disability, pregnancy, mental status, or HIV status.
3. (1) No employee should be discriminated against in respect of recruitment, training, promotion, terms and conditions of employment or on being terminated.
(2) an employer may discriminate an employee on the basis of—
 - (a) affirmative action;
 - (b) the inherent requirement of a job;
 - (c) the national employment policy; or
 - (d) the interest of state security.
4. An employee should not be sexually harassed.

RIGHTS RELATING TO TERMS OF SERVICE

5. An employee engaged on a continuous service for more than three months has a right to be issued with a letter of appointment.
6. A letter of appointment issued to an employee must specify particulars of employment which include among other things the—
 - (a) name of employer;
 - (b) job description;
 - (c) date of commencement of work;
 - (d) duration of employment;

- (e) place of work;
 - (f) hours of work;
 - (g) remuneration and intervals of payment;
 - (h) disciplinary rules and procedure applicable to the employment; and
 - (i) any other document applicable to the contract.
7. An employee is entitled to one rest day in every period of seven days.
8. An employee is entitled to at least twenty-one working days leave during a period of twelve months continuous service.
9. A female employee is entitled to three months maternity leave with full pay.
10. An employee is entitled to sick leave of at least seven days with full pay and seven days at half pay.
11. An employer has a duty to pay an employee housing allowance or provide an employee with a house or pay a wage which is inclusive of house allowance.
12. In the event of insolvency of an employer, an employee has a right to be compensated by the Government.

RIGHT TO PAYMENT OF REMUNERATION

13. An employee has a right to be paid wages at intervals agreed for work done as per the contract, subject to deductions authorized by law.
14. A casual employee has a right to be paid wages at the end of each day.
15. Subject to any exception in law, an employee on a continuous contract for more than six months is entitled to an itemized pay statement.

RIGHTS ON TERMINATION OR DISMISSAL

16. Where the employment of an employee is to be terminated by an employer, the employee shall be entitled to notice or payment in lieu of notice in accordance with the contract of employment.
17. A casual employee who has been engaged on a continuous contract for one month or who is engaged to perform work which would not be completed within three months will be deemed to be a monthly paid employee and be entitled to notice or pay in lieu of notice upon termination.
18. An employee whose contract is to be terminated on account of redundancy is entitled to at least fifteen days pay for each completed year of service.
19. An employee who has had a continuous contract with an employer for more than thirteen months and whose contract is to be terminated on account of misconduct shall be given a hearing.
20. An employee on probationary employment may have his contract terminated by being given seven days notice or being paid seven days wages in lieu of notice.
21. An employee's contract should not be terminated because the employee is a member or official of a trade union or because the employee is pregnant.
22. An employee is entitled to certificate of service upon his contract being terminated.

RIGHTS OF CHILD EMPLOYEE

23. Any employee who has not attained the age of eighteen years is a child employee.

24. A child employee cannot be engaged in worst forms of child labour which are—

- (a) all forms of slavery or child trafficking;
- (b) forced or compulsory labour;
- (c) prostitution;
- (d) drug trafficking; and
- (e) work which is harmful to a child's health.

25. It is an offence to employ a child who has not attained the age of thirteen.

26. A child who is of an age between thirteen and sixteen years shall only be employed in engagements not likely to be harmful to the child's health and development or which would not interfere with the child's education.

27. A child cannot execute a written contract of employment and the parents or the guardian of the child shall not execute a contract on behalf of the child.

RIGHT OF REDRESS

28. An employee who is aggrieved by the actions of his employer may, if the grievance is not settled amicably by the employer, file a complaint in the Industrial Court.

FORM I

(r.8)

THIRD SCHEDULE
SALARY VOUCHER

Name..... Date.....

Pay Roll No..... Month.....

PIN No..... NSSF No..... NHIF No.....

	<i>Shs.</i>	<i>cts</i>
EARNINGS		
Basic Pay		
Overtime		
House Allowance		
Travelling Allowance		
Bonus		
DEDUCTIONS		
Gross Pay		
P.A.Y.E.		
NSSF		
NHIF		
Union Dues		
Advances		

	<i>Shs.</i>	<i>cts</i>
Loan Repayment		
TOTAL DEDUCTIONS		
NET PAY		

FORM 2

(r.9 (11))

REPUBLIC OF KENYA

FORM OF BOND FOR SECURITY FOR EMPLOYERS NOT INCORPORATED OR RESIDENT IN KENYA

(Under Section 23 of Employment Act, 2007)

BY THIS BOND

I/We
 of

.....(hereinafter called "the employer") and

I/We
 of

(hereinafter called the surety/sureties) do bind ourselves jointly and severally to the Government of Kenya for payment to it of the sum of Kenya Shillings

Signed, sealed and delivered by me/us the.....20.....

Whereas the employer is not incorporated in Kenya/not a Kenyan resident and has entered into a contract of service (a true copy of which is attached hereto) and has been required under Section 23 of the Employment Act 2007 to give security for the due performance of the contract and the surety/sureties, who is/are resident in Kenya, has/have agreed to bind themselves as surety/sureties, who is/are resident in Kenya, has/have agreed to bind themselves as surety/sureties in the above sum.

Now the condition of the above written bond is that, if the employer shall throughout the tenure of the contract strictly abide by the terms of the contract, the above written bond shall be void but otherwise shall remain in full force and effect.

Signed, sealed and delivered by the employer.....

In the presence of
Attesting Labour Officer

Signed, sealed and delivered
 (name of surety) in the presence of:
Attesting Labour Officer

Signed, sealed and delivered
 (name of surety) in the presence of:
Attesting Labour Officer

FORM 3

(r. (10))

REPUBLIC OF KENYA

EMPLOYMENT ACT, 2007

NOTICE OF DEATH OF EMPLOYEE

FORM OF NOTICE PRESCRIBED FOR THE PURPOSES OF SECTION 24 OF THE EMPLOYMENT ACT, 2007

1. Employer:

- (i) Name.....
- (ii) Address.....
- (iii) Industry or business.....

2. Employee:

- (i) Name.....
- (ii) Sex.....
- (iii) Age.....
- (iv) Occupation.....
- (v) Address.....
- (vi) Identification Card No. (or other identity particulars).....

3. Death:

- (i) Name.....
- (ii) Place.....
- (iii) Cause of Death.....

4. Monthly earnings at the date of the accident:

- Cash wage (exclusive of overtime bonus, etc., payments).....Shs.....
- Value of rations.....Shs.....
- Value of housing.....Shs.....
- Value of fuel.....Shs.....
- Overtime payment or other special remuneration for work done, whether By way of bonus or otherwise if of constant character, and for work Habitually performed Shs.....
- Total earnings per month.....Shs.....

5. Any other property of employee held by the employer

.....

Date.....

FOURTH SCHEDULE

(r. 12 (3))

ACTIVITIES HARMFUL TO THE HEALTH, SAFETY AND MORALS OF A CHILD

<i>Activity</i>	<i>Work</i>
Domestic Work	House keeping Food preparation Laundry
Transport	Boda boda transport Serving as a porter Pushing hand carts
Internal conflicts	Gang wars Bull fighting Ferrying of ammunitions
Mining and stone crushing	Underground digging and extraction of minerals Carrying heavy loads Refining minerals
Sand harvesting	Gathering of sand from river beds, depressions and pits Lifting heavy loads
Miraa (Khat) picking	Climbing miraa trees to harvest twigs
Herdng of animals	Looking after cattle for more than two hours in a day
Brick making	Any brick making process involving extraction, crashing, grinding, screaming, and mixing.
agriculture	Working with machinery Working with chemicals Moving heavy loads of animal feeds Ferrying heavy farm produce
Industrial undertaking, warehousing	Any nature of work so long as within the precincts of these workplaces
Building and construction work	Earth digging Carrying heavy loads Breaking stones or rocks Shoveling sand, ballast, cement or soil

<i>Activity</i>	<i>Work</i>
	Metal work
	Welding
	Ascending to high places
	Work with ladders
	Work in confined spaces
	Work with risk of structural collapse
Deep lake and sea fishing	Diving to depths of up to 60 meters to perform any work
Glass factory	Working with molten glass
	Carrying molten loams
Matches and fireworks	Mixing hot steaming chemicals
	Making matchsticks
	Sniffing crater powder
Tannery	Tanning and presuming hides and skins
Urban informal sector and street families	Begging
	Use of toddlers to ask for alms
Scavenging	Demeaning, unsanitary work
	Reclaiming usable material from garbage
	Glue sniffing
Tourism	Tour guide, entertainment performances, hospitality services
Service work	Commercial modeling, commercial hairdressing

FIFTH SCHEDULE

(r. 12 (4)(a))

LIGHT WORK

1. Work performed at school as part of the school curriculum for the benefit of a child.
2. Agricultural or horticultural work not exceeding two hours.
3. Delivery of non bulk newspapers or printed materials.
4. Shop work including shelf stacking.
5. Domestic hair dressing
6. Light office work
7. Car washing by hand in private residential settings

- 8. Work in a café or restaurant provided the nature of work is restricted to waiting on tables.

SIXTH SCHEDULE

(r. 36)

FORM OF FOREIGN CONTRACT OF SERVICE

THIS AGREEMENT is made in accordance with the Employment Act, 2007 at.....

Between.....of(address)(employer).....

and.....of(address).....(employee).....

.....employee or employees listed in the attached list) on the.....

day of.....20.....

1. Nature and place of employment

The employee(s) shall be employed as

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

.....(nature of work) at

in.....

.....(country of employment and town or area where appropriate)

2. Period of Service

The period of engagement shall be for

Commencing from the date on which the employee(s) leave the Republic of Kenya.

3. Wages

The rate of wages payable to each employee shall be that set out opposite his name in the attached list of employee(s) which is annexed to this Contract and the employer shall pay not less than one third of each such wages either into a local bank account nominated by the employee or to a person in Kenya nominated by the employee.

4. Transport

The employer shall provide free transport by road, rail, air, or ship for each employee from and to the place of work set out in paragraph (1).

5. Medical attention

The employer shall provide adequate free medical attention and hospital accommodation as and when required, for each employee.

6. Relatives not to be required to work for employer

No accompanying wife, child or other relative of the employee shall be required to work for the employer unless there is a separate contract of employment in respect of him or her with pay

7. Leave with pay

The employer shall grant to each employee leave with full pay at a rate not less favourable than the rate provided for under section 28 of the Employment Act, 2007.

8. Accommodation

The employer shall at all times provide, at his own expense, reasonable accommodation for each employee or shall, in lieu thereof, pay to each such employee such sufficient sum in addition to his wages or salary as will enable the employee to obtain reasonable accommodation.

9. Death, etc.

The employee shall report every death, desertion, or serious injury to a labour officer (as defined in Section 2 of the Employment Act, 2007) and shall remit money due to any deceased employee with any property of each deceased employees to such labour officer for payment to the person or persons entitled thereto and sur s due and the property belonging to any employee who deserts shall be remitted to the said labour officer one month after the date of desertion.

10. Termination of contract

This contract may be terminated in accordance and under the provisions of the law of the Country in which an employee is employed to work.

11. Extension of Contract

No employee who wishes to renew his contract of employment shall be allowed to do so except with the prior consent of a labour officer and any such extension or renewal shall, unless the labour officer, otherwise directs, be deemed to be under the terms of this contract so far as applicable.

12. Repatriation

The employer shall repatriate each employee on the termination of his period of service, or any extension thereof which may be approved by a labour officer, to the place in Kenya at which he was engaged. In the event of the Government of Kenya having to repatriate any employee the cost of such repatriation may be claimed in full by the Government from the employer.

13. Agreement of Employee

Each employee agrees to serve the employer in accordance with the conditions of this Contract.

14. Attestation

This agreement must be attested by a labour officer in accordance with Section 84 of the Employment Act, 2007 and shall not be deemed to be valid or to be enforceable against any employee unless it has been so attested.

Signed.....
(Employer)

In the presence of.....
(Signature of Witnesses)

Signed or thumb-printed by the employee(s) in the last column of the attached list.

I certify that I have read over and explained this Contract to (all) the employee(s) concerned, and that he/they, with full understanding of the meaning of the Contract, has/have (individually and) voluntarily assented thereto by signing or thumb-printing in the last column of the attachment in my presence.

.....
(Attesting Labour Officer)

Designation and rubber stamp
Place of attestation.....
District of attestation.....
Dated theday of20.....

SEVENTH SCHEDULE

FORM 5

(r.36)

REPUBLIC OF KENYA

FORM OF BOND FOR SECURITY FOR DUE PERFORMANCE OF FOREIGN CONTRACT OF SERVICE

(Under Section 85 of Employment Act, 2007)

By This Bond, I,.....
of.....
(hereinafter called "the employer") and, I/We.....
.....
of.....
.....
.....of.....

.....(hereinafter called the surety/sureties) do bind ourselves jointly and severally to the Government of Kenya for payment to it of the sum of KSh.....

Signed, sealed and delivered by me/us the.....20.....

Whereas the employer has entered into a foreign contract of service with Kenya employees and has been required under section 85(1) of the Employment Act, 2007 to give security for the due performance of the contract and the surety/sureties, who is/are resident in Kenya, has/have agreed to bind himself/themselves as surety/sureties in the above sum.

Now the condition of the above written bond is that, if the employer shall throughout the tenure of the contract strictly abide by the terms of the contract, the above written bond shall be void but otherwise shall remain in full force and effect.

Signed, sealed and delivered by the employer,.....

In the presence of

Attesting Labour Officer

Signed, sealed and delivered by
(name of surety) in the presence of

Attesting Labour Officer

Signed, sealed and delivered by
(name of surety) in the presence of

Attesting Labour Officer

EIGHTH SCHEDULE

FORM 6

(r.37)

**REPUBLIC OF KENYA
MEDICAL CERTIFICATE**

To the Labour Officer
.....County

I certify that I have examined the above-named employee(s) and, with exception of those whose names I have deleted, he is/they are physically fit to proceed toand there to perform the work contemplated under this contract.

Dated the20.....

.....
(Medical Practitioner)

Made on the 28th February, 2014.

SAMWEL KAZUNGU KAMBI,
*Cabinet Secretary, Ministry of Labour
Social Security and Services.*