

COUNTY GOVERNMENT OF VIHIGA



**COUNTY PUBLIC SERVICE BOARD
P O BOX 880 -50300
MARAGOLI**

**REGULATION VCPSB/R002/2018
ENGAGEMENT OF PERSONS ON ATTACHMENT AS PER SECTION 74
OF THE COUNTY GOVERNMENT ACT NO.17 OF 2012**

AUGUST, 2018

PREAMBLE

The County Public Service Board of Vihiga is a body corporate enshrined in the constitution of Kenya 2010 and anchored in the County Government Act no.17 of 2012 section 57, with perpetual succession and a seal and capable of suing and being sued in its corporate name. Her functions are contained in section 59 of the County Government Act which includes but not limited to advising the County government on human resource management and development. This regulation to be cited as VCPSB/ R002/2018 is meant to operationalize section 74 of the county Government Act no.17 of 2012; that empowers the County Public Service Board to regulate engagement of persons on contract, volunteer and casual workers, staff of joint ventures and attachment of interns in its public bodies and offices.

VIHIGA COUNTY PUBLIC SERVICE BOARD REGULATION FOR

ADMISSION INTO ATTACHMENT.

1. Application for *attachment* is received at County Public Service Board. Mandatory attachments are:
 - Application letter
 - Valid insurance Cover
 - Valid letter from the applicant's College /University.
 - National ID copy

2. County Public Service Board Sec/CEO corresponds with the relevant Chief Officer asking whether the department has the requisite space, materials and budgetary provisions for attachment.

N/B. This stage is not a County Public Service Board approval for attachment..

3. The relevant Chief Officer then writes back to the County Public Service Board with a **Yes** or **No** or **otherwise** answer to the individual request.
4. The Chief Executive Officer, County Public Service Board tables the relevant Chief Officer's response to the board.
5. The County Public Service Board either approves or rejects or gives any other directive as it deems fit.
6. The County Public Service Board will write to the relevant Chief Officer on decisions taken.
7. The Chief Officer accepts successful applicants with ***strict period allowed being 3 Months only nonrenewable***).
8. The County Public Service Board writes letters of engagement into attachment to successful applicants copied to the relevant Chief Officer.
9. The Chief Officer takes full charge of the attachment, their terms of engagement and also protection of public property that the attachee may come into contact with.

10. At the end of the attachment, the Chief Officer writes a letter of clearance and recommendation to the university/institute/college.
11. Meanwhile the Chief Officer will do a mandatory quarterly reports to the County Public Service Board by 10th of every fourth month on summary of attachment in their department using following format:-

Name	ID. No	College/University	Date started	Date ended	Comment

NB.

- 1) It is an offence for any attachment to begin without written approval by the County Public Service Board. The immediate supervisor(s) will take personal responsibility for illegal attachment.
- 2) Departments should stick to the attachment period of maximum three month nonrenewable.
- 3) It is the duty of the relevant Chief Officer to ensure that at any given time, the department has a manageable number of attachee.
- 4) Any clarification regarding attachment should be referred to the County Public Service Board.
- 5) All students on attachment are bound by all relevant written laws and regulations while on attachment and risk revocation of attachment and a report made to the university/college authorities incase of breach

Name

Sign

- | | |
|--------------------------------|--------------------------------|
| 1. Carolyne Enane |
Chairperson CPSB |
| 2. Patrick Hoyd Isadia |
Vice Chairperson CPSB |
| 3. Philemon E. Amadi |
Member CPSB |
| 4. Elkanah A. Salamba |
Member CPSB |
| 5. CS.Dr.(h.c) Naviava S. John |
Secretary/CEO CPSB |

TERMS AND CONDITIONS OF ATTACHMENT CONTRACT

DEPARTMENT OF.....

1.

- a. Name of Attachee:
- b. Date of Birth.....
- c. National Identity/Passport No.....Gender..... M/ F
- d. County of birth.....
- e. Address.....Tel.....
- f. Email.....
- g. Next of kin.....Relationship.....Tel.....
- h. Qualifications.....
- i. Are you a person living with disability? **Yes/ No** (*tick as appropriate*)
- j. Department / Section
- k. Directorate
- l. Station
- m. The attachment shall commence on..... and terminate on
and ***shall NOT be remunerated.***

- 2. The attachee shall report for duty on a daily basis for 8 hours per week and observe punctuality.
- 3. The host department shall ensure that, immediately upon commencement of the attachment, the attachee shall undergo an appropriate induction programme, and shall furnish him/her with all relevant and available information and access to relevant equipment necessary to perform the duties and receive the experience agreed upon under this agreement.
- 4. A supervisor or mentor shall be assigned to supervise the work of the attachee and to assess the performance of the attachee on a regular basis in accordance with the job description which forms an integral part of this agreement, for the purposes of development.
- 5. The host department undertakes to make every effort to ensure that the work assigned to the attachee is, insofar as practically possible, intellectually challenging and shall seek to draw out the attachee’s educational, technical and vocational skills to the full.
- 6. If the attachee is required to travel and subsist overnight in the course of his/her assigned duties, he/she will be entitled to subsistence allowance as stated in the appropriate guidelines.
- 7. The attachee shall comply with all relevant workplace policies of the department
- 8. The attachee shall faithfully and diligently devote his or her time to the services of the organization as agreed upon, and shall undertake duties in accordance with the job description as the host department or any person duly authorized thereto in this respect shall require of him or her.

9. No amendments to this agreement or any of the provisions or terms thereof and no extension of time or waiver or relaxation or suspension of any of the provisions or terms thereof shall be of any force or effect unless written and signed by both parties.
10. The intern undertakes not to, without authorization, during his/her training or at any time thereafter, disclose or use any record obtained as a result of his or her employment, to the detriment of the government/organization except if it is used in the exercise or protection of any right or legitimate expectation, conferred by law.
11. This agreement may be terminated at a Seven(7) days' notice, by either party.
12. In cases of serious indiscipline or non-performance on the part of the attachee the relevant Chief Officer shall terminate the services of the attachee without notice and immediately notify the County Public Service Board.

Nothing contained in this agreement shall entitle the attachee to a permanent position within the county department on expiry of this agreement.

Attachee's Signature:.....**Date**.....

Chief Officer's Name.....

Signature**Date**.....

OFFICIAL STAMP