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**NAME: Young Samwel Ochieng**

**I.D NO.: 33782195**

**D.O.B: 14/03/1996**

**GENDER: Male**

**ADDRESS: P.O.BOX 82 - 40401**

**Mobile: +254707233596**

**Dear Sir,**

**RE: EMPLOYMENT CONTRACT OFFER LETTER**

We are pleased to offer you contract employment, in the position of an **Operations Technician** at a basic salary of **Ksh. 60,000 (**Sixty Thousand shillings only)which will be payable at the end of each calendar month worked; subject to all statutory deductions with effect from **1st July 2022 to 30th June 2023**. Your Contract will be renewable annually subject to clause 17 of this contract.You will be issued with an itemised pay statement at the end of every month**.** The employer will be **Gokhan and Masterspace JV Ltd.**

Other terms and conditions of employment will be as follows:

1. **Personal Number:**

Your personal number shall **be EMP. NO GMJV/112**

1. **Place of Work:**

This position will be based at the **Busia Weighbridge** or any other place the organisation may designate from time to time.

1. **Annual Leave entitlement**

You will be entitled to 21 days leave during the contract period, subject to exigencies of duty and upon approval by the immediate manager. The organization does not provide leave allowance. Leave days shall be earned on pro-rata basis for each month worked.

1. **Sick Leave**

Absence due to illness must be reported to the immediate manager as soon as possible. Continuous absence for **three (3) days or more** will require a medical certificate issued by a recognised medical practitioner. The medical certificate shall indicate first day of illness and the date on which you are expected to return to work.

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While on sick leave, you will be entitled to full pay for the first 1 month (30 days) and, in exceptional circumstances, for a further 1 month (30days) on half pay. If, after the 2 months, you will not have recovered you may be asked

to utilise accrued leave days or proceed on unpaid leave. In case of sick leave caused by your own negligence or misconduct, you will take leave without pay for the period you will be absent.

1. **Hours of Work**

You will be required to work for forty-eight (48) hours in a week as outlined in the Human Resource Policies & Procedures Manual. However, you may be required to put in extra hours if the workloads so require.

1. **Public holiday:**

Official and gazetted public holidays will be observed as scheduled. Since the weighbridge operates 24Hrs each day, you may however be called upon to work during public holidays should the workload so demand.

1. **Job Description:**

Your job description shall be as outlined in **Annexture 1**: of this contract.

However, the organization reserves the right to change your job description and/ or require you to perform a different assignment consistent with your status and any change/ alteration will not be construed as a change of the terms and conditions of your employment.

1. **WIBA Cover**

You will be covered under WIBA provisions in case of accidental injury or death occurring in the course of your work in line with the existing policy provisions.

1. **Performance management & Evaluation:**

You will be subjected to a performance management process, and you will be expected to deliver as per the set standards/targets. This process will include periodic evaluation in line with the existing rules and regulations.

1. **Conflict of Interest**

You will be subject to Government of Kenya and **Gokhan and Masterspace JV Ltd** Internal regulations regarding integrity and conflict of interest. It is therefore your duty to establish the applicable regulations as failure to comply due to ignorance will not be accepted as defence.

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1. **Confidentiality/ Public Pronouncements**
   1. It is a condition of this employment that you will not disclose any confidential information about **Gokhan and Masterspace JV Ltd** without express permission from the Managing Director.
   2. Public pronouncements about any matters relating to **Gokhan and Masterspace JV Ltd** will not be allowed unless authorised by the Managing Director.
2. **Proprietary Rights**

Any goods, services, products, documents, or proprietary know-how developed or procured by you as an employee for **Gokhan and Masterspace JV Ltd** or in the course of official duties will remain the property of **Gokhan and Masterspace JV Ltd**.

1. **Discipline**

You will be liable to summary dismissal, in line with **Gokhan and Masterspace JV Ltd** disciplinary process, for gross misconduct spelt out below:

1. Absenteeism without permission or reasonable cause.
2. Drunkenness while on duty.
3. Negligence of duty.
4. Insubordination or use of abusive language to those in authority or your colleagues.
5. Refusal to carry out lawful instructions within the scope of your duties.
6. Involvement in fraud, dishonesty, or theft.
7. Breach of terms and conditions of employment and/or any regulations.
8. **Termination of Employment**

Either party may terminate this employment by giving the other a month’s notice or one month’s salary in lieu of notice. Termination of employment during the probation period will be subject to two weeks’ notice by either side.

However, **Gokhan and Masterspace JV Ltd** will reserve the right to summarily dismiss you, without notice, for gross misconduct.

1. **Other Regulations and Procedures**

You will be subject to all **Gokhan and Masterspace JV Ltd** regulations and procedures that are now in force or which may be introduced from time to time. You will be expected to familiarize yourself with the following documents that will include but not limited to the HR Policies & Procedures, the Code of Conduct, the Standard Operating Procedures. In addition, **Gokhan and Masterspace JV Ltd** reserves the right to review or change these terms and conditions of employment at its own discretion.

However, note that you will also be responsible in ensuring that OSH requirements are adhered to. These shall include but not limited to use of PPE’s; adherence to safety and health procedures or instructions; reporting of hazardous situations/occurrences and ensuring personal safety and that of others. Management shall not be responsible for acts of omission/commission arising from your own negligence.

1. **Acceptance of Offer**

Please sign the attached copy and have it witnessed to signify acceptance of the offer under the terms and conditions spelt above. Please also complete and return the attached Employee Personal Data Form.

1. **Probation Period**

The contract is subject to you completing a successful three-month probation period which will determine your confirmation into the one-year contract. However, during the probation period either party can terminate the contract by giving a two weeks (14 days) notice.

1. **Contract Renewal**

Renewal of contract will be based on your performance and exigency of service. Two (2) months prior to end of your contract, you will be required to seek renewal by filling the contract renewal request Form (available from the HR office) and submit the same for processing.

This offer supersedes any previous contract with the **Gokhan and Masterspace JV Ltd** and lapses within 14 days if you will not signify acceptance.

Finally, may I take this opportunity to welcome you to this organisation and to wish you all the best in your job.

**Yours Sincerely,**

**Walala Godfrey**

**Managing Director.**

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**ACCEPTANCE OF THE OFFER**

**I: ………………………………………………………………………………**

**Having read and understood the content of this letter do hereby append my signature below to signify my acceptance of the terms and conditions of employment with Gokhan and Masterspace JV Ltd.**

**Signed:** ……………………………………………………………

**Date**………………………

**Witnessed by HR:**

**Name: ……………………………………..**

**Signature ………………………………………**

**Date and Stamp………………………………**