

COLLECTIVE BARGAINING AGREEMENT

(CBA)

BETWEEN

**THE UNIVERSITY OF NAIROBI COUNCIL,
(Hereinafter referred to as "THE EMPLOYER")**

OF FIRST PART

AND

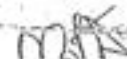
**THE UNIVERSITIES ACADEMIC STAFF
UNION,**

**UNIVERSITY OF NAIROBI CHAPTER
(Hereinafter referred to as "THE UNION")**

OF THE SECOND PART

(2013-2017)





**MEMORANDUM OF AGREEMENT
BETWEEN**

THE UNIVERSITY OF NAIROBI, OF FIRST PART (herein after referred to as "THE EMPLOYER") AND THE UNIVERSITY ACADEMIC STAFF UNION, UNIVERSITY OF NAIROBI CHAPTER OF THE SECOND PART (herein after referred to as "THE UNION").

1. AGREEMENT

Memorandum of Agreement between the Employer and the Union in matters of terms and conditions of employment for Academic staff.

2. PREAMBLE

By the terms of Recognition and Negotiation Procedure Agreement signed between the University of Nairobi Council and University Academic Staff Union (UoN Chapter), the Council has recognized the Union as the properly constituted body and the sole labour organization representing the interest of the academic staff of the University of Nairobi.

The negotiations were conducted as provided for in Clause 3(c) of the Recognition and Negotiating Procedure between the Council and UASU.

Now therefore, the University of Nairobi Management and the UASU, University of Nairobi Chapter, having met together in free heart and voluntary associations have successfully concluded negotiations through their Joint Negotiation Committee and agreed as stated hereinunder:

3. THE OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Other Terms and Conditions of Service currently in force as approved by Council shall remain unchanged except when circumstances allow the Council to harmonize or improve the same.

4. HOUSE TO OFFICE ALLOWANCE

Employees serving under this agreement shall be paid house to office allowance as below:- Employees serving under this agreement shall be paid house to office allowance as below:-

- i) Staff using own vehicle will be paid Ksh.18,590.00 p.m.
- ii) Staff using other means of transport will be paid Ksh.14,666.00 p.m.
- iii) The allowance will be paid for 12 months in a year.



5. **BOOK ALLOWANCE**

The employer will pay staff covered by this Agreement Book Allowance in the first quarter of each Financial year as below: -

Grade	Amount (KSh. a)
Professor	45,283.00
Associate Professor	39,618.00
Senior Lecturer	33,961.00
Lecturer	28,305.00
Tutorial Fellow/Assistant Lecturer/ Graduate Assistant	22,642.00

6. **EDUCATION SUPPORT FUND FOR STAFF AND THEIR DEPENDANTS**

The employer and the Union agreed to defer this Clause to the next cycle of negotiations.

7. **MILEAGE ALLOWANCE**

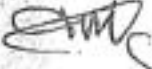
For travel undertaken within Kenya on University business and with approval of Head of Department, mileage allowances are payable at Kenya Automobile Association (AA) rates approved by Council from time to time. Provided that for travel to points served by regular air route the re-imbursement shall be limited to the equivalent of economy return air fare save where the University Administration has authorized travel by car for reasons of economy (e.g. where several members of staff travel in one car) or for convenience such as where a member of staff requires travel for official business at the terminal point or en route as, for instance in supervision of teaching practice.

8. **LEAVE TRAVELLING ALLOWANCE**

- a) Staff whose "home" are designated in Kenya shall be eligible for a non-accountable leave travelling allowance as below for each calendar year of service provided that in the first year of appointment, this allowance shall be payable only if a member has completed 6 months service.

Grade	Amount (KSh.)
Professor	29,378.00
Associate Professor	25,015.00
Senior Lecturer	20,583.00
Lecturer	16,654.00
Tutorial Fellow/Assistant Lecturer/ Graduate Assistant	12,655.00

- b) Staff whose "home" are designated outside Kenya and are on contract terms of two years and above shall be eligible for an air ticket (economy class) for self only at the end of the contract period.


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- c) Staff whose contracts are renewed shall be provided with a return air ticket (economy class)
- d) Staff whose "home" is designated outside Kenya shall not be eligible for the annual leave travelling allowances as provided in 8(a) above

9. TRANSFER ALLOWANCE

The Employer shall pay a Relocation Allowance to a member of staff who is transferred to a station beyond a radius of 80 km from his/her current station at the following rates:-

Grade	Amount (KShs.)
Professor	50,000.00
Associate Professor	40,000.00
Senior Lecturer	30,000.00
Lecturer	20,000.00
Tutorial Fellow/Assistant Lecturer/ Graduate Assistant	20,000.00

10. CLINICAL ALLOWANCE

The Employer shall pay KShs.6,000.00 (Kenya Shillings six thousand) per month as Clinical allowance to Veterinary teaching members of staff assigned clinical duties.

11. HARDSHIP ALLOWANCE

The Employer shall pay Hardship Allowance to employees deployed in hardship areas identified in Government circular on Policy on Hardship allowance and in compliance with The Salaries and Remuneration Circular No. SRC/ADM/CIR/1/13 Vol. III (126) on Review of Allowances in the Public Service, dated December 10, 2014, as below:

Grade	Amount (KSh.)
Professor	60,000.00
Associate Professor	45,000.00
Senior Lecturer	31,500.00
Lecturer	27,300.00
Tutorial Fellow /Assistant Lecturer/ Graduate Assistant	14,650.00

12. OPTICAL ALLOWANCE

The Employer shall reimburse expenses relating to the testing of eyes and supply of spectacles per calendar year per family on production of supporting receipts subject to a maximum of KSh.27,696.00 (Kenya Shillings twenty seven thousand, six hundred and ninety six).

13. DENTAL ALLOWANCE

The employer shall reimburse expenses relating to dental treatment per calendar year per family on production of supporting receipts subject to a maximum of KSh.27,696.00 (Kenya Shillings twenty seven thousand, six hundred and ninety six).

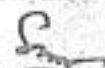
14. IN-PATIENT COVER

- (a) The University provides free of charge, a non-contributory Medical Scheme to members of staff and their immediate families.
- (b) The University shall meet hospital charges on behalf of the member of staff or a member of his family over and above the National Hospital Insurance Fund's contribution subject to a maximum (Hospitalization for bed only) shown below:

Grade	Rate per day (KSh.)
Professor	1,815.00
Associate Professor	1,815.00
Senior Lecturer	1,485.00
Lecturer	1,485.00
Tutorial Fellow /Assistant Lecturer/ Graduate Assistant	1,155.00

The scheme also provides for the payment of anaesthetist's, theatre, surgeon's and other specialist fees together with X-Ray and any specialist treatment. The Scheme will also refund expenses relating to the testing of eyes, supply of spectacles and dental treatment per calendar year per family on production of supporting receipts.

- (c) The University will meet the cost of drugs to a member staff and his family, through its own dispensing unit on prescription by a University appointed doctor or through such other arrangements as it may make from time to time
- (d) Children of members of staff, (including legally adopted children) for whose support, in the opinion of the Council, the member of staff is responsible, and who are wholly so supported and are under the age of 21 shall be included in University Medical Scheme free of charge.
- (e) Children in the above category over the age of 21 who are undergoing an approved full-time course of higher or other approved education shall be included in the Medical Scheme free of charge. Children in the above category who are over the age of 21 and who are disabled and, in the opinion of the Council, are wholly supported by the member of staff shall be included in the Medical Scheme.



15. **PASSAGE AND BAGGAGE ALLOWANCE**

On first appointment and exit from service, the Employer shall pay Passage and Baggage Allowances as follows:

Grade	Passage (KSh.)	Baggage (KSh.)
Professor	6,576	10,960
Associate Professor	6,576	10,960
Senior Lecturer	4,816	7,680
Lecturer	4,816	7,680
Tutorial Fellow/Assistant Lecturer/ Graduate Assistant	3,296	5,488

16. **SUBSISTENCE, DAY TRIP AND MEALS ALLOWANCES (Non-Accountable)**

a) **SUBSISTENCE ALLOWANCE:**

The Employer shall pay Subsistence Allowance to members of staff who travel on University business within Kenya in compliance with the Salaries and Remuneration Circular Ref. No. SRC/ADM/CIR/1/13 Vol. III (126) on Review of Allowances for State Officers and other Public Officers, dated December 10, 2015, as provided below:

Grade	Amount (KSh.)
Tutorial Fellow/Assistant Lecturer/ Graduate Assistant	11,200.00
Lecturer	14,000.00
Senior Lecturer	14,000.00
Associate Professor	16,800.00
Professor	16,800.00

b) **DAY TRIP ALLOWANCE:**

Members of staff who travel on duty outside their duty stations for more than eight continuous hours with prior approval of their Heads of Departments but do not spend the night away from home will be paid a non-accountable Day Trip allowance at the rate of half the daily Subsistence Allowance applicable to their Grades as provided below:

Grade	Amount (KSh.)
Tutorial Fellow/ Assistant Lecturer/ Graduate Assistant	1,500.00
Lecturer	2,250.00
Senior Lecturer	2,250.00
Associate Professor	2,250.00
Professor	3,000.00

** Allow to Graduate*

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c) MEALS ALLOWANCE:

The Employer will pay meals Allowance to members of staff who work outside the designated work hours including lunch hours shall be as provided below:

Grade	Amount (KSh)	
	Breakfast	Meals
Tutorial Fellow/ Assistant Lecturer/ Graduate Assistant	500.00	1,000.00
Lecturer	750.00	1,500.00
Senior Lecturer	750.00	1,500.00
Associate Professor	750.00	1,500.00
Professor	1,000.00	2,000.00

17. GRATUITY FOR STAFF ON CONTRACT

All Employees on fixed term contracts of not less than one (1) year serving under this Agreement shall be paid gratuity at the rate of 31% of their basic salary at the end of the contract period.

18. DEATH IN SERVICE

- (i) The Employer shall provide KSh.130,000.00 for a member of staff who dies in service, which will cater for coffin and hearse. This shall be paid upon presentation of death notification by the Chief Medical Officer and burial permit.
- (ii) The Employer shall continue to provide mortuary fee waiver at Chiromo Funeral Parlour for the departed member of staff.
- (iii) The Employer shall continue to provide a hearse and mortuary fee waiver for the spouse and dependants.

19. DISCIPLINARY MATTERS

(i) Removal for Good cause

- (a) When, in the opinion of the Vice-chancellor, there is good cause as defined below, the Vice-Chancellor shall have authority to suspend the appointment of a member of staff and refer his case to a committee appointed by Council with powers to terminate the services of a member of staff. Where applicable and appropriate, the terms affecting such termination of service shall be in accordance with the provisions of Section 19(b) of the Terms of Service. A member of staff whose appointment is terminated under this Section shall retain his right of appeal to the full Council and any such appeal must be lodged within three weeks and disposed of within three months of notification of the Committee's decision to the member of staff.

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(b) A member of staff whose appointment is terminated in this way shall have the right to appeal to the Chancellor against the decision of Council and such appeal must be lodged within three weeks of the notification to the member of staff of Council's decision.

(c) For purposes of these rules, "good cause" means:

i) Conviction for a felony, or any misdemeanour which the Council shall deem to be such as to render the member of staff concerned unfit to continue to hold his office;

ii) Conduct which the Council shall deem to be such as to constitute failure or inability of the member of staff concerned to continue to perform his duties or to comply with the conditions of his appointments;

iii) Any single or cumulative, willful conduct to undermine, and/or does undermine, the effective and proper conduct of academic programmes, or University research and scholarship, or the integrity, effectiveness and due conduct of the administration of the University or of any its established units;

iv) Conduct of a scandalous or disgraceful nature which Council shall deem to render a person unfit to hold his office.

v) Contravention of the Code of Conduct and Ethics for Public Universities.

vi) Any other grave offence or gross neglect of duty.

(d) Provided that where the causes stated in sub-section (c) (i) and (iii) of this Section are applicable, the Council may at its discretion take into account the past record of a member of staff and the length of service he has rendered, and retire him on such appropriate terms as Council itself shall determine.

(ii) **Warnings**

A member of staff whose work or conducts is unsatisfactory and/or who commits an offence which does not warrant being recommended for consideration by the staff disciplinary committee shall be warned in writing.

(a) The first warning letter shall be issued by the Chairman/Director of his/her Department/School/Institute. The letter of the warning will be recorded in the employees personal file and copied to UASU College Representative.

(b) The second warning letter shall be issued by the Dean/Director/School/Institute. The letter will be recorded in the employee's personal file and copied to the UASU College Representative.



- (c) The third warning letter shall be issued by the Principal of the respective college. The letter will be recorded in the employee's personal file and copied to the UASU College Representative and Chapter Secretary.
- (d) The fourth warning letter shall be issued by the Deputy Vice-Chancellor (A & F), a copy of which shall be recorded in the employee's personal file and copied to the UASU College Representative and the Chapter Secretary.
- (e) If an employee completes twelve months from the date of his/her last warning without any further offence, any warning as recorded on his/her file will automatically be expunged.

(iii) **Staff Disciplinary Committee**

A union representative will be in attendance in the Staff Disciplinary Committees.

20. **LEAVE**

(i) **ANNUAL LEAVE**

- (a) All teaching staff will be entitled to 36 earned annual leave days.
- (b) Annual leave shall be earned in a Calendar Year (i.e. January 1st to December 31st) or such portions thereof as a member of staff shall have been in the service of the University.
- (c) Academic members of staff in the teaching departments shall be required to take their annual leave during vacations but where this is not possible, the leave will be taken as programmed by the Chairman or Dean/Director. In any event, the Vice-Chancellor shall have power to require an individual member of staff to remain in residence during vacations or portions thereof as may be necessary.
- (d) Annual leave shall not be accumulative and any leave not taken in any year shall be automatically forfeited unless prior permission to accumulate has been given by the Deputy Vice-Chancellor (A&F). Any such accumulated leave shall be taken in entirety together with the leave earned in the following year or otherwise be forfeited.
- (e) Expatriate members of staff may, with the permission of the Deputy Vice-Chancellor (A&F), accumulate up to 15 days in each year for the purpose of adding to their leave in the year in which vacation passages are due.

(ii) **SABBATICAL LEAVE**

- (a) The University considers that in the interest of both the University and members of staff, it is desirable that members of staff on permanent and pensionable terms should be released from their normal duties at intervals during their career to undertake further study.

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- (b) Sabbatical leave will be granted to members of staff on permanent and pensionable terms only after completion of six years' continuous service with the University from the date of appointment or since return from sabbatical leave or study leave or leave of absence. The Vice-Chancellor will determine when such leave may be taken.
- (c) Sabbatical leave shall be granted at the rate of one and a half months for every completed year of service since appointment or return from sabbatical, study leave or leave of absence up to a maximum of nine months in all.
- (d) Sabbatical leave will be granted on full pay.
- (e) Applications for sabbatical leave shall set out in detail the course of study proposed, the duration of leave requested and the financial assistance sought. Applications shall be sent to the Vice-Chancellor through the Chairman, the Dean/Director and the Principal, with a copy to the Deputy Vice-Chancellor (A&F).

(iii) **SICK LEAVE**

A member of staff who is prevented by illness from carrying out his duties, is required, to furnish a medical certificate to this effect within two consecutive working days of absence. Sick leave may then be granted in accordance with the following rules: -

- (a) Where a member of staff who has completed one year's service is unable to carry out his duties for reasons of ill-health, certified by a University Medical Doctor, Sick Leave on full pay will be granted for periods up to a total of six months in any one calendar year. If the medical panel indicates the possibility of cure within the next six months, Council may continue payment in full for a further period of six months subject to an opinion of a second medical panel, following which Council may take such action as it deems fit. Council may, subject to the recommendation of a second medical report indicating recovery, extend the period of payment up to a maximum period of four years. The proportion of part payment shall be determined by Council taking into consideration the welfare of the staff provided it shall not exceed 50% for the period beyond 12 months of sickness.
- (b) In the case of a member of staff with less than one year's service who is unable to carry out his duties for reasons of ill-health, certified by a University Medical Officer, the period of paid sick leave will be restricted to three months after which the position shall be reviewed by the Council.

(iv) **STUDY LEAVE**

- (a) The Council of the University shall have absolute discretion to accept or reject an application for study leave.
- (b) Study leave may be of any duration as Council may determine and subject to such conditions as Council may lay down.

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- (c) Study leave shall only be granted by Council on the basis of the needs of the University and the interests of staff development.

(v) **SPECIAL LEAVE**

The Vice-Chancellor may, at his discretion, grant Special Leave for any purpose (e.g. compassionate reasons, attendance at learned conferences) not covered by the categories of leave set out above. In granting such leave, the Vice-Chancellor shall take into account the frequency of such absences by the member of staff and the effect of such absences on his University work.

(vi) **MATERNITY LEAVE**

- (a) Women members of staff may be granted maternity leave with full pay for a maximum period of three months.
- (b) Women members of staff will not forfeit their annual leave on account of having taken their maternity leave.

(vii) **PATERNITY LEAVE**

Male members of staff may be granted paternity leave with full pay for two weeks, during the confinement of their legal spouse registered with the University Health Services.

21. PROTECTIVE CLOTHING

The Employer shall provide and maintain for use of employee's in any work place where employees are employed in any process involving exposure to wet or to any injurious or offensive substance, adequate, effective and suitable protective clothing and appliances, including where necessary suitable gloves, footwear, goggles and head coverings.

22. RESEARCH

The Employer will apply the newly approved research policy.

23. WORKSHOPS AND SEMINARS

- (i) Where an academic member of staff has submitted a paper for presentation to a conference (both International and local) and the conference is not paying transportation and other subsistence costs, the Employer shall endeavour to provide the additional financial support.
- (ii) A member of staff invited to a seminar that will enhance his or her skills and is not fully funded, the Employer shall endeavour to provide the additional financial support.
- (iii) The financial support in (i) and (ii) above will be subject to:

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- a) Availability of funds.
- b) Necessary and appropriate approvals.
- c) Applicants' compliance with the set guidelines.

24. UNION MEMBERSHIP AND DUES/CHECK OFF

- (i) An employer in respect of whom the Minister has issued an order shall commence deducting the trade union dues from an employee's wages within thirty days of the trade union serving a notice in form set out in the third schedule signed by the employees in respect of whom the employer is required to make a deduction.
- (ii) An employer may not make any deduction from an employee who has notified the employer in writing that the employee has resigned from the Union.
- (iii) A notice of resignation referred to in (ii) above takes effect from the month following the month in which it is given.

25. UNION MEMBERS AND BENEFITS

- (i) A Trade Union that has concluded a collective agreement registered by the Industrial Court with an employer, setting terms and conditions of service for all Unionisable employees covered by the agreement may request the Minister to issue an order requiring an employer bound by the collective agreement to deduct an agency fee from the wages of each Unionisable employee covered by the collective agreement who is not a member of the trade Union.
- (ii) The request in (i) above, shall:
 - a) Be signed by the authorized Union Representative and the University.
 - b) Supply a list of all employees whose deductions shall be made.
 - c) Specify the amount of the agency fee, which shall not exceed the applicable trade Union dues.
- (iii) Deduction of the above agency fee from the employees named in the Minister's notice shall be commenced within thirty days of receiving the Minister's notice.

26. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall be effective from 1st July 2013 and shall remain in force up to 30th June 2017. It shall continue in force thereafter by mutual Agreement until such time as either party hereto shall by giving three months notice to the other in writing, signify its wish to terminate or amend this Agreement or the terms thereof.

The implementation date of this Agreement shall be July 1, 2015.



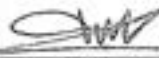
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SIGNED:

For the University of Nairobi Council:

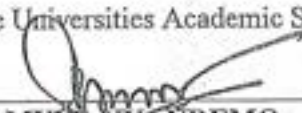
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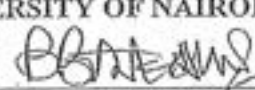
PROF. PETER M.F. MBITHI
PROFESSOR OF VETERINARY SURGERY
AND
VICE-CHANCELLOR


PROF. ISAAC M. MBECHE
AG. DEPUTY VICE-CHANCELLOR
(ADMINISTRATION & FINANCE)


SIGNED:

For The Universities Academic Staff Union (UASU), University of Nairobi Chapter


DR. SAMUEL NJANDEMO
CHAIRMAN, UASU,
UNIVERSITY OF NAIROBI CHAPTER

 27.2.16
MR. GEORGE OMONDI
SECRETARY, UASU,
UNIVERSITY OF NAIROBI CHAPTER

WITNESSED BY:

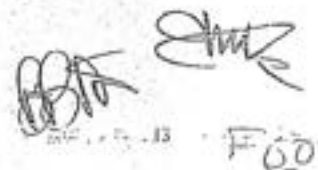

FREDERICK COLLINS OMONDI
ADVOCATE

for MR. TIM MWESELI
AG. CHIEF LEGAL OFFICER,
UNIVERSITY OF NAIROBI

& COMMISSIONER FOR OATHS
P. O. Box 34992-00100, NAIROBI

Signed at Nairobi this 24th day of Feb, 2016

HSA
February 2016



ADDENDUM

Pursuant to the Salaries and Remuneration Commission advisory Ref No:SRC/TS/PUG/37 VOL.III(50), dated April 11, 2016, on clearance for registration of Collective Bargaining Agreements, the Joint Negotiations Committee of the University of Nairobi Council and Universities Academic Staff Union, University of Nairobi Chapter have agreed to adopt the advisory and to form part of the 2013-2017 Internal Collective Bargaining Agreement on this day of 22nd September, 2016.

Clause 16 (a) in the 2013-2017 Internal Collective Bargaining Agreement is therefore amended and agreed as hereunder:

16. (a) SUBSISTENCE ALLOWANCE

The Employer shall pay Subsistence Allowance to members of staff who travel on University business within Kenya in compliance with the Salaries and Remuneration Circular Ref. No. SRC/ADM/CIR/1/13 Vol.III (126) on Review of Allowances for State Officers and other Public Officers, dated December 10, 2015, as provided below:

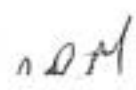
Grade	Cluster 1	Cluster 2	Cluster 3
	Nairobi, Mombasa, Kisumu, Malindi, Kilifi, Lamu, Kwale & Naivasha	Nyeri, Eldoret, Kericho, Kakamega, Kisii, Embu, Nanyuki, Nakuru, Lodwar & Garissa	All other Towns
Tutorial Fellow/Assistant Lecturer/ Graduate Assistant	11,200.00	8,400.00	7,000.00
Lecturer	14,000.00	10,500.00	8,400.00
Senior Lecturer	14,000.00	10,500.00	8,400.00
Associate Professor	16,800.00	12,600.00	10,500.00
Professor	16,800.00	12,600.00	10,500.00

SIGNED:

For the University of Nairobi Council:



**PETER M.F. MBITHI
VICE CHANCELLOR
AND
PROFESSOR OF VETERINARY SURGERY**



ISAAC M. MBECHE
AG. DEPUTY VICE-CHANCELLOR
(ADMINISTRATION & FINANCE)
AND
PROFESSOR OF MANAGEMENT SCIENCE

SIGNED:

For The Universities Academic Staff Union (UASU), University of Nairobi Chapter

DR. RICHARD BOSIRE
CHAIRMAN, UASU,
UNIVERSITY OF NAIROBI CHAPTER

MR. GEORGE OMONDI
SECRETARY, UASU,
UNIVERSITY OF NAIROBI CHAPTER

WITNESSED BY:



MR. TIM MWESELI
AG. CHIEF LEGAL OFFICER,
UNIVERSITY OF NAIROBI

Signed at Nairobi this 20th day of NOVEMBER 2016

Nairobi