

**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

(2017-2021)**

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This AGREEMENT is made between the UNIVERSITY OF NAIROBI COUNCIL of Post Office Box Number 30197 - 00100 Nairobi, in the Republic of Kenya, hereinafter referred to as "THE EMPLOYER" on the one part and the UNIVERSITIES' ACADEMIC STAFF UNION (UASU) – UON Chapter of Post Office Box Number 30197 - 00100 Nairobi, in the Republic of Kenya, and duly registered as a Trade Union under the Labour Relations Act, 2007, Laws of Kenya, hereinafter referred to as "the Union" of the other part.

1. PREAMBLE

- a) By the terms of 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.
- b) No employee already in service shall receive terms and conditions of service subsequent to the signing of this Agreement less favorable than the terms and conditions of his or her service as at that date.
- c) The terms and conditions of employment set out in this agreement shall be observed by both parties and shall apply to employees in the University of Nairobi in Unionisable Academic Grades (10A -15A) on contract as well as permanent and pensionable terms.
- d) The negotiations were conducted as provided for in Clause 3(c) of the Negotiating Procedure between the Council and UASU.
- e) Now therefore, the University of Nairobi Council 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:
- f) That the Employer and the Union shall set forth the Terms and Conditions of Service for Unionisable Academic staff (Grades 10A -15A) represented by the Union.

2. INTERPRETATION

Interpretation of this Agreement or any part thereof shall be vested in the Parties subject to adjudication by the Employment and Labour Relations Court.

3. ENGAGEMENT, PROBATION AND TENURE OF EMPLOYMENT

- a) All first appointments on permanent terms in the service of the Employer will be subject to a probationary period as shown below:
 - i) There shall be a minimum probationary period of six (6) months for all appointments made on permanent and pensionable terms. The Employer may, for justified reasons extend the period of probation for a further three (3) months after the expiry of the initial six (6) months.

- ii) During the period of probation, either party may terminate employment by giving the other one (1) month's notice or payment of one (1) month's basic salary in lieu of notice.
- b) All appointments shall be in writing and shall include a letter of appointment clearly indicating the Job Designation, Salary, Terms and Conditions of Service being offered to the new employee.
- c) Upon engagement, the employer may require a new employee to submit to a medical examination at the employer's expense, the results of which shall not be used to unduly discriminate against the employee.
- d) All temporary appointments and all contract appointments are tenable for such periods and on such terms and conditions as are specified in the letters of appointment.

4. TERMINATION OF APPOINTMENT

i) Termination by either Party

- a) Termination by either party shall be in accordance with the provisions of the Employment Act, 2007 and period of notice shall be as below:
 - Grades 14A and 15A - six (6) months
 - Grades 10A to 13A - three (3) months
- b) The Employer may, under special circumstances, waive the whole or in part, the period of notice for an employee.
- c) The Letter of termination shall be copied to the Union and shall clearly state the reasons for such termination.
- d) Upon retirement, resignation, or leaving the service of the Employer, an employee shall be issued with a Certificate of Service, in accordance with Section 51 of the Employment Act of 2007

ii) Termination on medical grounds

If a member of staff is prevented by illness from carrying out his/her duties, the Council may appoint a medical board to examine him/her within a period of one (1) month and the board shall submit its report within that period. After considering the medical board's report the Council may terminate the appointment on medical grounds and prescribe the terms and conditions of such termination. Upon termination a staff will be entitled to access his or her benefits. Termination of appointment based on a medical board report shall not be made until nine months after the receipt by Council of such medical report.

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5. DISCIPLINARY MATTERS

(i) Removal for Good cause

- a) When 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 (3) months of notification of the Committee's decision to the member of staff.
- 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.
- 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) A member of staff whose work or conduct is unsatisfactory and/or who otherwise commits a misconduct which in the opinion of the employer does not warrant removal for good cause shall be warned in writing.

- b) Before an employee is issued with a letter of warning, he/she shall be called upon in writing to explain the alleged offence within seven (7) days. If the explanation is not satisfactory, the employee shall be given an opportunity to make verbal presentation to the first line Supervisor (Head of Department). The employee shall have the right to be accompanied by not more than two Union representatives when making the verbal presentation.
- c) The first, second and final warning letters shall be issued by the immediate supervisor. The letter of warning shall be recorded in the employee's file and copied to the Chapter Secretary.
- d) If an employee completes six (6) months from the date of his/her last warning without further offence, any previous recorded warning in his/her file shall be deemed to be automatically expunged.
- e) All warning letters issued shall be subject to written appeal by the employee to the issuing office within fourteen (14) days from the date of the receipt of the warning letter. If within the thirty (30) days the employee does not receive a reply from the issuing office, then the warning shall be deemed to have been cancelled. Consideration to such appeal shall be given by the issuing office within thirty (30) days from the date the issuing office receives a written appeal.
- f) The issuing office shall use a delivery book when issuing the warning letter and any appeal thereto shall be delivered by hand personally by the employee to the issuing officer and Union Chapter Secretary who shall acknowledge official receipt thereof.
- g) An employee shall be given the opportunity to be accompanied by an employee or a representative of their choice at the disciplinary meeting and at the appeals hearing.
- h) Unless the employee and representatives from both the Union and the University agree to a shorter time, at least ten (10) working days prior to the disciplinary meeting, the University shall notify both the employee and the Chapter Secretary of the specific charge(s) levelled against the employee.
- i) If an employee who had already received three (3) warnings commits a fourth offence within six (6) months from the date of the last warning shall be subjected to disciplinary process.
- j) An employee whose services have been terminated has a right of appeal within twenty-one (21) days. Such an appeal must be heard within ninety (90) days from the date of receipt of the letter of appeal. The Union shall be represented in the Appeals Committee.

(iii) Suspension

- a) The employer reserves the right to suspend an employee from employment with half pay pending investigations into the alleged misconduct for a period not exceeding ninety (90) days.

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- b) Should an employee be suspended from work on half pay to facilitate investigations into alleged misconduct, such suspension should not exceed ninety (90) days unless the matter is pending in Court.
- c) The employer shall inform the employee in question within ninety (90) days as to the position of the suspension, in default of which the suspension shall be lifted, unless the case is pending in Court.
- d) Upon the expiry of ninety (90) days and upon conclusion of the investigations by the employer, the employee shall be given a disciplinary hearing within the next sixty (60) days. If the employee has a case to answer, he shall be given a chance to call and examine witnesses.
- e) A letter of suspension shall be copied to the National Secretary General and the Chapter Secretary.
- f) If upon the expiry of ninety (90) days the investigations have not been concluded by the employer and suspension lifted, the employer reserves the right to continue with investigations and retain the half salary previously withheld.
- g) Where an employee's suspension has been lifted, he/she shall be paid all his/her dues which may have been deducted on account of such suspension, less any surcharge as recommended by the Disciplinary Committee.

6. LEAVE

6.1 ANNUAL LEAVE

- a) An employee is entitled to 36 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) 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 in charge of Administration. Any such accumulated leave shall be taken in entirety together with leave earned in the following year or otherwise be forfeited.
- d) Leave may be taken at any time during the leave year on the approval of Chairman of Department/Director of School or Institute.
- e) Expatriate members of staff may, with the permission of the Deputy Vice-Chancellor, 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.

6.2 MATERNITY LEAVE / PATERNITY LEAVE

- a) Female members of staff shall be granted maternity leave with full pay for a maximum period of three months.
- b) No female employee shall forfeit her annual leave entitlement under Section 28 of the Employment Act on account of having taken her maternity leave.
- c) Male members of staff shall be granted paternity leave with full pay for two weeks, during the confinement of their legal spouse registered with the University Health Services.

6.3 SPECIAL LEAVE

The Employer may at her discretion, grant special leave for any purpose not covered by the categories of leave set out in this agreement. In granting such leave, the Employer shall take into account the frequency of such absences of the member and its impact on the work flow in his/her station.

6.4 LEAVE ON COMPASSIONATE GROUNDS

An employee desiring to take compassionate leave shall apply to the Vice Chancellor. Such leave may be granted upto a maximum of fourteen (14) consecutive calendar days in case of emergencies or dire needs concerning the staff and or a member of his/her nuclear family.

6.5 STUDY LEAVE

- a) Study leave may be for any duration as Council may determine and subject to such conditions as Council may lay down.
- b) Study leave shall only be granted by Council on the basis of the needs of the University and the interests of staff development.
- c) Study leave is offered at 80% of basic salary or 100% in exceptional cases. During, the study leave period the member of staff is bonded to serve the University for a minimum of 3 years after completion of study leave. If an employee defaults on the requirement for bonding for 3yrs, he/she will be required to pay the University all monies or part thereof expended by the University during the period of study leave.

6.6 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 provisions:

- 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, certificate signed and certified by Director, University Health Services, 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

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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 part 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.

6.7 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.
- 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, with the exception of only the house-to-office allowance.
- 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.
- f) Upon resumption from sabbatical leave the Chairperson of Department shall immediately issue a resumption Staff Movement Advice.
- g) The employee shall submit a sabbatical leave report within a period of thirty (30) days upon resumption.

6.8 LEAVE OF ABSENCE

- a) Upon application, employees shall be granted unpaid leave of absence when on secondment to public institutions or for purposes of taking up contractual appointments within a public body, private organizations or international organization for the period of assignment for a period not exceeding three years which may be extended only once for a period not exceeding three years.
- b) Unpaid leave of absence may be granted for personal reasons, on the recommendation of the Chairperson of Department and approval of the Employer for a maximum period of six (6) months in five (5) years duration.

- c) Upon request, the employees who are elected as union officials at the National level shall be granted five years leave of absence. Such request shall be addressed to the Vice Chancellor.

6.9 UNION CONFERENCES AND SEMINARS

Upon request, union members shall be granted leave by the employer to attend seminars, conferences and any other union activity in the interest of the union.

6.11 PUBLIC HOLIDAYS

Every academic member of staff shall be entitled to all gazzeted public holidays.

7.0 WORK ENVIRONMENT

The employer shall ensure the Safety, Health and Welfare of all persons at work in keeping with the provisions of the Law.

- a) Staff who work in workshops, laboratories, registries, hospitals, clinics, pharmacy, field stations and such other stations that may expose them to workplace hazards shall be provided with a pair of protective clothing/gear in each calendar year as may be determined by the respective Union chapters and University Management from time to time. Such shall include but not limited to lab/dust coats, computer screens, gloves, masks, helmets, gumboots among other items.
- b) The employer shall provide the necessary tools and equipment at workstations to enable employees to function effectively.
- c) The employer shall maintain a physical environment conducive for work to take place.
- d) The employer shall provide suitable working environment for persons with disability and ensure all architectural designs include items such as ramps, elevators, rest rooms and parking.

8.0 STAFF EDUCATION SUPPORT FUND (SESF)

Interested staff members shall submit application for these facilities.

- a) The employer will support (with a fee waiver) dependents of staff (children of staff below twenty-five (25) years) undertaking undergraduate studies at the University of Nairobi of not less than 40% of the tuition fees payable.
- b) Beneficiaries repeating a year of study shall not be eligible for this facility for the year they are repeating.
- c) This facility shall not be applicable retrospectively.


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8.1 STAFF TRAINING AND DEVELOPMENT FUND (STDF)

- a) The employer will support (with a fee waiver) staff undertaking studies in relevant disciplines at the University of Nairobi of at least 40% of the tuition fees payable.
- b) Beneficiaries repeating a year of study shall not be eligible for this facility for the year they are repeating.
- c) This facility shall not be applicable retrospectively.

8.2 FEES WAIVER

- a) Staff undertaking relevant PhD studies at the University of Nairobi shall be accorded waiver of Tuition fees, Medical charges and ICT services fee. Tuition fees will be applied annually subject to submission of satisfactory progress reports.
- b) Beneficiaries repeating a year of study shall not be eligible for this facility for the year they are repeating.
- c) This facility shall not be applicable retrospectively.
- d) Staff on other sponsorship programs will not be eligible for this benefit unless the scholarship does not cover tuition fees.

9.0 MEDICAL BENEFITS AND IN PATIENT COVER

The University provides free of charge, a non-contributory medical cover to academic members of staff and their dependents.

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9.1 The following medical benefits are provided to members of staff and their families:

- a) Clinics and general practitioner service,
- b) Such specialist services as may be recommended by the University approved doctors or other specialists recommended by the Chief Medical Officer,
- c) Cost of drugs in full in a calendar year.
- d) Payment of anaesthetist's, theatre, surgeons and other specialist fees together with X-ray and any other specialist treatment.
- e) Expenses on testing of eyes, supply of spectacles and dental treatment will be covered as indicated below per annum per family on production of supporting documents/invoice in support.
- f) Dental and Optical benefit-Ksh.61,000. This is a consolidated amount that may be spent on either dental or optical or both.

- 9.2 In-patient: The University shall meet hospital charge on behalf of the member of staff or a member of his family over and above the National Hospital Insurance/ Social Health Insurance Fund contribution subject to a maximum (Hospitalization for bed only) as shown in Schedule I (a).

Grade	Amount (KSh.)
Professor	2,200
Associate Professor	2,200
Senior Lecturer	1,800
Lecturer	1,800
Tutorial Fellow	1,400
Graduate Assistant	1,400

The University shall pay excess bed charges and recover them from the employees' salary in instalments spread out over a period of not more than two years provided that the one third rule applies.

- 9.3 All medical refunds for direct payments shall be reimbursed within four (4) weeks. For invoices, special permission must be obtained from the Director, University Health Services.
- 9.4 The University will meet the cost of drugs to a member of staff and his family, through its own dispensing unit on prescription by a University appointed doctor or through such arrangements as it may make from time to time. These will include:
- Children of members of staff, (including legally adopted children) for whose support, in the opinion of the employer, the member of staff is responsible and who are wholly so supported and under the age of twenty-one (21) years shall be included in the University Medical Scheme free of charge.
 - Children in the above category over the age of twenty-one (21) who in the opinion of the employer, are undergoing an approved full-time course of higher or other approved education shall be included in the medical scheme free of charge. In exceptional circumstances, the employer may extend the maximum age.
 - Children in the above category over the age of twenty-one (21) who are disabled and who are in the opinion of the Employer, are wholly supported by the member of staff shall be included in the medical scheme free of charge.
 - For employees with more than five children, as recognized under the University Medical Scheme, the younger ones shall be registered under the Medical Scheme to replace those children no longer covered under the University Medical Scheme.

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10.0 PROMOTIONS AND UPGRADING

- a) Graduate Assistants and Tutorial Fellows to be eligible for automatic promotion once they achieve their masters and PhD respectively.
- b) For other cadres, Senate approved criteria on promotions shall apply.

11.0 PENSIONS SCHEME

- a) The University operates a Pension Scheme which all members of staff appointed on permanent terms are required to join. For other staff, the Pension Scheme is not compulsory unless otherwise specified in the member of staff's letter of appointment. Where appropriate, the letter of appointment may provide for compulsory membership of other Pension schemes approved by the Council from time to time in lieu of this Pension scheme.
- b) The rates of contribution by the employer and the employee, and the benefits payable to the members under this Collective Bargaining Agreement shall be in accordance with the existing University of Nairobi Staff Retirement Benefit Scheme (UNPS.2007), Trust Deed and Rules and the Retirement Benefits Act and the Regulations therein as Employee's contribution 10% Employer's contribution 20%.

12.0 LOAN FACILITY/CREDIT FINANCING

The employer shall facilitate an employee in credit financing as follows:

- a) Asset finance acquisition in accordance with the existing regulations.
- b) To access loans/credit facilities from financing Institutions in accordance with the existing policies.

13.0 BASIC SALARY SCALES

- a) Salary scales for all employees shall be negotiated by the employer and the union from time to time as contained in the current national CBAs.
- b) The incremental date for employees on these grades will 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 reported for duty between 1st July and 31st December will be 1st July annually.

14.0 ALLOWANCES

14.1 HOUSE ALLOWANCE

All employees shall be entitled to house allowance as shall be negotiated by the employer and the Union from time to time as contained in the current National Collective Bargaining Agreement.

14.2 HOUSE TO OFFICE TRANSPORT ALLOWANCE

House to office transport allowance shall be paid at the rate of Kshs 20,500.00 per month for all academic members of staff.

14.3 MODULE II PAYMENTS (FOR TEACHING, SUPERVISION, FIELD WORK, LABORATORY WORK)

Module II payments to academic members of staff for the above services, shall be paid as determined by negotiated University policies and rates as agreed between the Union and the Employer, from time to time.

14.4 EXAMINATION, SETTING, INVIGILATION AND MARKING PAYMENTS

As part of the duties and responsibilities of an academic member of staff, the staff shall teach and examine all units allocated as workload. Any extra load shall be compensated as may be determined at cost centers and approved by Senate from time to time.

14.5 PROJECT AND THESIS SUPERVISION AND EXAMINATION HONORARIA

Project and Thesis supervision/examination shall be paid as may be determined by Senate from time to time.

14.6 MILEAGE ALLOWANCE

For travel undertaken within East Africa on approved University business and with the approval of the Chairperson of Department mileage allowances will be payable at the prevailing Automobile Association (AA) of Kenya current rates.

14.7 ACTING ALLOWANCE AND SPECIAL DUTY ALLOWANCE

- a) Acting allowance will be payable to a member of staff who on the recommendation of the Chairperson of Department/Director of School/Institute and the approval of the Deputy Vice Chancellor in charge of administration is formally appointed to act in an administrative position. To qualify for an acting allowance, appointment must last for at least 30 days. Acting allowance will be paid equivalent to the substantive office holder.
- b) When an officer does not possess the necessary qualifications and cannot be appointed to act in higher post but is nevertheless called upon to undertake the duties of that post either in full or in part for a limited time, a special duty allowance will be granted to him/her by the Deputy Vice Chancellor in charge of administration.
- c) Acting allowance will be payable at the rate of 20% of the acting officer's basic salary and other benefits associated with the substantive office.
- d) Special duty allowance will be paid at the rate of 15% of the officer's basic salary. The officer will also be eligible for the duration of his/her acting appointment, for travelling privileges and other related ad hoc allowances, such as hotels or

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accommodation allowance. However, the officer will not qualify for house allowance or other remunerative allowance assigned to the higher post.

14.8 PASSAGE AND BAGGAGE

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

14.9 LEAVE TRAVELLING ALLOWANCE PER ANNUM

Grade	Amount (KSh.)
Professor	30,900.00
Associate Professor	26,300.00
Senior Lecturer	21,700.00
Lecturer	17,500.00
Tutorial Fellow	13,300.00
Graduate Assistant	13,300.00

14.10 SUBSISTENCE DAY TRIP AND MEALS ALLOWANCES

To be paid according to the rates as may be issued by Salaries and Remuneration Commission.

14.11 TRAVEL AND SUBSISTENCE ALLOWANCE OUTSIDE KENYA

When traveling on university business, the purchase of travel services should be made on the following basis:

- a) Class of Air Travel - International
For long haul, use prevailing Government guidelines
- b) Class of Air Travel - Domestic
Within East Africa, use economy class airfares.

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c) **Travel Insurance**
Travel insurance for work related overseas trips that leave and return to Kenya within 12 months.

d) **Travel Arrangement**

The following items should be catered for by the employer:

(i) visa expenses,

(ii) vaccination,

(iii) airport tax,

(iv) airport transfer/stop-overs,

(v) tickets,

(vi) costs of taxis.

e) **Subsistence Allowance**

This allowance shall be payable at rates applicable at any time in the Kenya Public Service as determined by the Salaries and Remuneration Commission (SRC).

14.12 **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 and as will be reviewed from time to time.

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

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14.13 GROUP PERSONAL ACCIDENT INSURANCE COVER

The employer shall obtain and maintain group accident insurance policy with an insurer approved by the University Council from time to time.

14.14 TRANSFER ALLOWANCE

The Employer shall pay a Relocation Allowance to a member of staff who is transferred to a station beyond a radius of 40 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

14.15 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 (KShs.)
Professor	47,544.00
Associate Professor	41,599.00
Senior Lecturer	35,659.00
Lecturer	29,720.00
Tutorial Fellow/Assistant Lecturer/ Graduate Assistant	23,774.00

The University management of research shall be as stipulated in the University research policy.

14.16 PROFESSORIAL ALLOWANCE

There shall be Professorial Allowance to the following cadres of academic staff

Grade	Amount (KShs.)
Professor	5,000.00
Associate Professor	4,000.00

14.17 SPECIAL OCCASIONS AND CEREMONIES

Members of Academic staff participating in special occasions such as graduation ceremonies, registration of students, organization of conferences, research weeks, and exhibitions among others shall be appreciated as per the day trip allowance guidelines

14.18 CLINICAL ALLOWANCE

The Employer shall pay KShs. 10,000.00 (ten thousand) per month as Clinical allowance to Veterinary teaching members of staff assigned clinical duties.

15.0 UNION MEMBERSHIP AND DUES /CHECK OFF

- a) In accordance with the provisions of the Labour Relations Act, 2007, the employer shall deduct Union dues (currently 2% of basic pay) from the salaries of all Union members. The subscriptions deducted shall be paid directly into the designated bank account.
- b) It is also agreed that only bona fide Union members and those recognized under the Recognition Agreement shall be beneficiaries of the Union's covenants with the employer, however, qualifying union members who either through traditions or by choice do not pay monthly union subscriptions, must pay agency fees equivalent to the monthly union subscriptions.
- c) Agency fee payers shall not be eligible to benefit from union covenants or services.

16.0 ACADEMIC STAFF UNION RIGHTS

The academic Staff Union rights shall be as provided for in the Constitution of Kenya, Labour Laws, and the Recognition Agreement between the Union and the Employer.

17.0 PROFESSIONAL CONFERENCE ATTENDANCE AND PARTICIPATION

- a) 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 provide the additional financial support from budgeted funds.
- b) A member of staff invited to a seminar that will enhance his or her skills and is not fully funded, the Employer shall provide the additional financial support from budgeted funds.

18.0 RETIREMENT

- a) The retirement age for teaching staff shall be 74 years with the exception of Tutorial Fellows and Graduate Assistants grades who shall retire at 70 years. The effective date shall be as per the National Collective Bargaining Agreement of 2021-2025.
- b) A staff member may retire voluntarily at the age of 55 years or above.
- c) A member of staff who reaches the retirement age will be required to cease duty on the date he attains retirement age.

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- d) Prior to retirement the employer shall issue a retiring employee a written notice at least twelve (12) months before the effective retirement date.
- e) Upon retirement the Employer shall with immediate effect, pay to the retiring employee(s), all his/her terminal benefits/dues as stipulated in law. The application of this clause is subject to the retiring employee clearance with the University.
- f) With the agreement of the member of staff concerned, the employer may re-employ the retired member on such terms as it deems appropriate provided that no appointment under this arrangement will be made on pensionable terms.

19.0 GRATUITY FOR STAFF ON CONTRACT

All Employees on fixed term contracts shall be paid gratuity at the rate of 31% of their basic salary at the end of the contract period.

20.0 NON-DISCRIMINATION AT WORK PLACE

All Non-discrimination policies to be aligned within the National Framework.

21.0 SEXUAL HARASSMENT

Issues regarding Sexual Harassment shall be governed by the provisions of the UON Code of Conduct and Ethics, Sexual Harassment Policy, Employment Act, 2007 and other relevant Acts of Parliament.

22.0 DEMISE IN SERVICE

- a) The employer shall provide Ksh. 200,000.00 (Two hundred thousand) for a member of staff who dies in service which will cover for coffin and hearse. This shall be paid upon presentation of death notification by the Director, Health Services and burial permit.
- b) The Employer shall continue to provide mortuary fee waiver at Chiromo Funeral Parlor for the departed member of staff for up to two (2) weeks unless under special circumstances as may be approved by the University for a period not exceeding four (4) weeks.
- c) Mortuary fee outside Nairobi will be reimbursed at the rate equivalent to the amount charged at Chiromo Funeral Parlor.
- d) The provisions of clause (b) shall also apply in the event of demise of a spouse or dependent of a member of staff. For the purpose of this clause, immediate family members shall mean spouse, five (5) own or legally adopted children who are up to the age of 21 years and 25 years for dependents who are students or Persons With Disability.

23.0 EFFECTIVE DATE AND DURATION OF AGREEMENT

- a) This Agreement shall cover the period from 1st July, 2017 up-to 30th June, 2021 (now past). With the exception of Clauses 14.2, 14.16 and 18 (a) whose effective dates shall be

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as set out here under, the effective date of this Collective Bargaining Agreement shall be upon signing this agreement:

- i) Clause 18(a) on Retirement Age shall be 23rd November, 2024.
- ii) Clause 14.16 on Professorial Allowance and Clause 14.2 on House to Office Transport Allowance shall be 1st January, 2024.
- b) Thereafter, this Agreement shall continue to be in force until mutually amended or when the parties herein shall negotiate and bring into force another agreement.
- c) Any party seeking to amend this Agreement shall provide the other party with a written notice by giving three months' notice to the other in writing, to signify its wish to terminate or amend this Agreement or the terms thereof.

SIGNED:

For the University of Nairobi Council:



PROF. M. JESANG HUTCHINSON
VICE CHANCELLOR (AG.)

DATE: 3rd June 2025



PROF. AYUB GITAU
DEPUTY VICE- CHANCELLOR, (AA)
(AG.)

DATE: 03.06.2025


SIGNED:

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



DR. CONSTANTINE OPIYO
WASONGA SECRETARY GENERAL,
UASU.

DATE: 16/6/25



DR. MALOBA WEKESA
SECRETARY, UASU,
UNIVERSITY OF NAIROBI
CHAPTER

DATE: 3rd JUNE 2025

CIN

JH

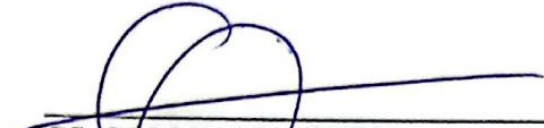
CWO



WMB



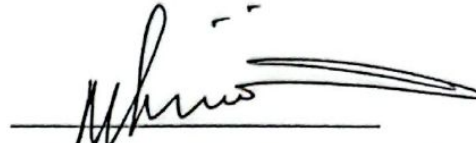
WITNESSED BY:



CS. COLLINS OMONDI
DIRECTOR, LEGAL AND CORPORATE
BOARD SERVICES
UNIVERSITY OF NAIROBI

DATE: 3/06/2025

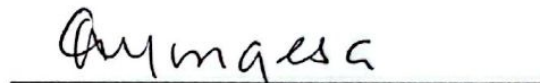
WITNESSED BY:



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

DATE: 3/6/2025

WITNESSED BY:



MS. GRACE NYONGESA
CHAIRPERSON,
UASU NATIONAL OFFICE

DATE: 3/6/2025

