



TAITA TAVETA UNIVERSITY OFFICE OF THE VICE-CHANCELLOR

Date: 18th November, 2025

REF: TTU/Adm/JNC/9B (003)

"BY HAND DELIVERY"

CPA Margaret Njoka,

Ag. Commission Secretary/ Chief Executive Officer,
Salaries and Remuneration Commission (SRC),
Williamson House, 6th floor, 4th Ngong Avenue,
P.O Box 43126-00100, GPO,
NAIROBI.



Through

Mr. Julius Migos Ogamba, EBS,

The Cabinet Secretary,
Ministry of Education,
NAIROBI.

Through

Dr. Beatrice Muganda Inyangala, PhD., CBS,

The Principal Secretary,
State Department for Higher Education,
Ministry of Education,
NAIROBI.

*Recommended
forwarded.
18/11/25*

**RE: APPEAL FOR THE REVIEW OF THE ADVICE TO THE INTER-PUBLIC
UNIVERSITIES COUNCILS' CONSULTATIVE FORUM (IPUCCF) OF THE
FEDERATION OF KENYA EMPLOYERS (FKE) REGARDING THE 2025-
2029 COLLECTIVE BARGAINING AGREEMENTS (CBAs) PROPOSALS
FOR PUBLIC UNIVERSITIES**

We make reference to the above-captioned matter and we write further to your letter under Reference Number SRC/TS/10 Vol.VI (46) dated 25th September, 2025.

Consequently, based on the advice, IPUCCF prepared counter-proposals to the three (3) Trade Unions viz. Universities Academic Staff Union (UASU); Kenya Universities Staff Union (KUSU) and KUDHEIHA Workers. Subsequently the parties commenced negotiations by, among others, releasing to the Trade Unions the said counter-proposals for the 2025-2029 Collective Bargaining Agreements (CBAs).

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The Trade Unions responded and rejected the IPUCCF counter-proposals. They cited the following reasons for the said rejection:

1. That the IPUCCF counter offer did not factor the severe erosion of staff purchasing power as measured by changes in Consumer Price Index (CPI).
2. That the SRC beacons imposes a finality rather than giving ranges to allow room for negotiations between the parties.
3. That the 2% annual general wage increases (translating to cumulative 8.25% increase over the four-year period) is overwhelmingly short of the permissible 26.1% wage compensation and would lead to deterioration of standards of living by at least 17.85% points.
4. That the offer on Commuter Allowance was generally below existing rates.
5. That the advice did not factor comparisons with other public sectors i.e. Teachers Service Commission which received between 12.0% and 29.1% increment in 2025-2029 CBA cycle.
6. That the proposed 4% annual increment was below inflation rate of 5%.
7. That house allowance had stagnated since 2010-2013 CBA despite increase in house rents and that this has forced the staff to be relegated to less favourable living conditions and residences.
8. That the proposals failed to harmonize allowances across universities.

In view of the above, and drawing on the SRC revised CBA Negotiations Guidelines issued *vide* Circular Number SRC/ADM/CIR/1/13 Vol. IV (28) dated 14th October, 2019 Section (vii) which allow for the Employer to appeal to the Commission for review of advice, with revised recommendations, in case there is a stalemate in negotiations with trade unions allow for appeals, the IPUCCF hereby makes the following appeal for your kind and expeditious consideration:

i. Basic Salary:

To be adjusted from the advised 2% to **3%** basic salary increment per annum across the board cumulating to 12.55% over the 2025-2029 CBA cycle.

ii. House allowance:

IPUCCF appeals for retention of **3%** increase in House Allowance as previously recommended to the Commission, in consideration of the increased cost of living and rental prices over the years, and non-review of the allowance in the last three (3) CBA cycles.

iii. Commuter allowance:

IPUCCF appeals that:

- a. Grade 15A & 15 be increased from KES 15,500/= to KES 18,000/= per month.
- b. Grade 14A & 14 be increased from KES 15,000/= to KES 17,500/= per month.
- c. The other grades to be retained at rates as previously recommended by IPUCCF.

iv. Other Allowances:

To be retained as previously recommended by IPUCCF to the Commission.

v. Financial implications:

It is noteworthy that the overall financial implication of the 2025-2029 CBA over the 4-year period based on this appeal is presented in **Annexure 1**. Further, the salary tables for UASU, KUSU and KUDHEIHA Workers are provided in **Annexure 2**, while the Union responses are attached.

In view of the foregoing and in order to expedite CBAs 2025-2029 negotiations with the three (3) Trade Unions, IPUCCF appeals for a further advisory from the Commission.



Prof. Fred Simiyu Barasa, PhD.

**CHAIRMAN, IPUCCF – JOINT NEGOTIATIONS COMMITTEE &
VICE-CHANCELLOR, TAITA TAVETA UNIVERSITY**

Copy to: Prof. Bosire Mwebi, Chairperson, IPUCCF of FKE

Prof. Daniel N. Mugendi, EBS, Chairperson, Vice-Chancellors' Committee

The abbreviations herein denote as follows:

- **IPUCCF of FKE**- Inter-Public Universities Councils' Consultative Forum of the Federation of Kenya Employers
- **UASU**- Universities' Academic Staff Union
- **KUSU**- Kenya Universities Staff Union
- **KUDHEIHA Workers**- Kenya Union of Domestic, Hotels, Educational Institutions, and Hospitals Workers

Annexure 1

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	ANNEXURE I						
	IPUCCF						
	FINANCIAL IMPLICATION 2025-2029 CBA CYCLE (BASIC SALARY @3% PENSION\GRATUITY @20% and HOUSE ALLOWANCE)						
		2025-2026	2026-2027	2027-2028	2028-2029	Total	
		KES	KES	KES	KES	KES	
1	Basic Salary@3%	1,862,918,544	1,856,375,916	1,842,325,104	1,818,454,056	7,380,073,620	
2	Pension/Gratuity @20%	372,583,709	371,275,184	368,465,021	363,690,812	1,476,014,726	
3	House Allowance @3%	349,508,856	349,508,856	349,508,856	349,508,856	1,398,035,424	
4	Provision for Payroll Adj 10%	258,501,111	257,715,996	256,029,899	253,165,373	1,025,412,379	
5	Sub-Total	2,843,512,220	2,834,875,952	2,816,328,880	2,784,819,097	11,279,536,149	
6	House to Office (Commuter)	71,758,563	71,758,563	71,758,563	71,758,563	287,034,252	
7	Passage and baggage	101,825	101,825	101,825	101,825	407,300	
8	Annual Leave allowance	16,562,391	16,562,391	16,562,391	16,562,391	66,249,564	
9	Book Allowance	8,280,537	8,280,537	8,280,537	8,280,537	33,122,148	
10	Profesorial Allowance	17,442,583	17,442,583	17,442,583	17,442,583	69,770,332	
11	Add Provision for payroll Adj (	11,414,590	11,414,590	11,414,590	11,414,590	45,658,360	
12	Housing Levy 1.5%	44,536,091	44,406,547	44,128,341	43,655,694	176,726,672	
13	Sub Total	170,096,580	169,967,036	169,688,829	169,216,183	678,968,627	
14	Grand Total	3,013,608,800	3,004,842,988	2,986,017,709	2,954,035,280	11,958,504,776	

Annexure 2

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ANNEXURE 2					
IPUCCF SALARY TABLES CBA 2025-2029					
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Grade 15A	224,631	231,370	238,312	245,462	252,826
	233,616	240,625	247,844	255,280	262,939
	242,962	250,251	257,759	265,492	273,457
	252,680	260,261	268,069	276,112	284,396
	262,789	270,673	278,794	287,158	295,773
	273,301	281,501	289,947	298,646	307,606
	284,233	292,760	301,543	310,590	319,908
	295,604	304,473	313,608	323,017	332,708
	307,428	316,651	326,151	335,936	346,015
	319,725	329,317	339,197	349,373	359,855
	332,515	342,491	352,766	363,349	374,250
	345,816	356,191	366,877	377,884	389,221
Grade 14A	193,182	198,978	204,948	211,097	217,430
	200,911	206,939	213,148	219,543	226,130
	208,947	215,216	221,673	228,324	235,174
	217,306	223,826	230,541	237,458	244,582
	226,000	232,780	239,764	246,957	254,366
	235,040	242,092	249,355	256,836	264,542
	244,442	251,776	259,330	267,110	275,124
	254,220	261,847	269,703	277,795	286,129
	264,389	272,321	280,491	288,906	297,574
	274,965	283,214	291,711	300,463	309,477
	285,965	294,544	303,381	312,483	321,858
	297,403	306,326	315,516	324,982	334,732
Grade 13A	154,739	159,382	164,164	169,089	174,162
	160,929	165,757	170,730	175,852	181,128
	167,367	172,389	177,561	182,888	188,375
	174,063	179,285	184,664	190,204	195,911
	181,025	186,456	192,050	197,812	203,747
	188,267	193,916	199,734	205,727	211,899
	195,798	201,672	207,723	213,955	220,374
	203,631	209,740	216,033	222,514	229,190
	211,776	218,130	224,674	231,415	238,358
	220,247	226,855	233,661	240,671	247,892
	229,057	235,929	243,007	250,298	257,807
	238,221	245,368	252,730	260,312	268,122

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Grade 12A	121,928	125,586	129,354	133,235	137,233
	126,805	130,610	134,529	138,565	142,722
	131,877	135,834	139,910	144,108	148,432
	137,154	141,269	145,508	149,874	154,371
	142,640	146,920	151,328	155,868	160,545
	148,347	152,798	157,382	162,104	166,968
	154,281	158,910	163,678	168,589	173,647
	160,453	165,267	170,226	175,333	180,593
	166,872	171,879	177,036	182,348	187,819
	173,548	178,755	184,118	189,642	195,332
	180,490	185,905	191,483	197,228	203,145
	187,710	193,342	199,143	205,118	211,272
Grade 11A	107,872	111,109	114,443	117,877	121,414
	112,187	115,553	119,020	122,591	126,269
	116,675	120,176	123,782	127,496	131,321
	121,344	124,985	128,735	132,598	136,576
	126,198	129,984	133,884	137,901	142,039
	131,246	135,184	139,240	143,418	147,721
	136,496	140,591	144,809	149,154	153,629
	141,956	146,215	150,602	155,121	159,775
	147,636	152,066	156,628	161,327	166,167
	153,542	158,149	162,894	167,781	172,815
	159,683	164,474	169,409	174,492	179,727
	166,072	171,055	176,187	181,473	186,918
Grade 10A	63,647	65,557	67,524	69,550	71,637
	66,194	68,180	70,226	72,333	74,503
	68,843	70,909	73,037	75,229	77,486
	71,596	73,744	75,957	78,236	80,584
	74,460	76,694	78,995	81,365	83,806
	77,439	79,763	82,156	84,621	87,160
	80,538	82,955	85,444	88,008	90,649
	83,759	86,272	88,861	91,527	94,273
	87,110	89,724	92,416	95,189	98,045
	90,594	93,312	96,112	98,996	101,966
	94,218	97,045	99,957	102,956	106,045
	97,988	100,928	103,956	107,075	110,288
Grade 15	224,631	231,370	238,312	245,462	252,826
	233,616	240,625	247,844	255,280	262,939
	242,962	250,251	257,759	265,492	273,457
	252,680	260,261	268,069	276,112	284,396
	262,789	270,673	278,794	287,158	295,773
	273,301	281,501	289,947	298,646	307,606
	284,233	292,760	301,543	310,590	319,908
	295,604	304,473	313,608	323,017	332,708
	307,428	316,651	326,151	335,936	346,015
	319,725	329,317	339,197	349,373	359,855
	332,515	342,491	352,766	363,349	374,250
	345,816	356,191	366,877	377,884	389,221

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Grade 14	173,864	179,080	184,453	189,987	195,687
	180,819	186,244	191,832	197,587	203,515
	188,053	193,695	199,506	205,492	211,657
	195,574	201,442	207,486	213,711	220,123
	203,398	209,500	215,785	222,259	228,927
	211,534	217,881	224,418	231,151	238,086
	219,995	226,595	233,393	240,395	247,607
	228,796	235,660	242,730	250,012	257,513
	237,948	245,087	252,440	260,014	267,815
	247,467	254,892	262,539	270,416	278,529
	257,366	265,087	273,040	281,232	289,669
	267,662	275,692	283,963	292,482	301,257
Grade 13	136,171	140,257	144,465	148,799	153,263
	141,619	145,868	150,245	154,753	159,396
	147,284	151,703	156,255	160,943	165,772
	153,175	157,771	162,505	167,381	172,403
	159,303	164,083	169,006	174,077	179,300
	165,676	170,647	175,767	181,041	186,473
	172,303	177,473	182,798	188,282	193,931
	179,195	184,571	190,109	195,813	201,688
	186,365	191,956	197,715	203,647	209,757
	193,819	199,634	205,624	211,793	218,147
	201,572	207,620	213,849	220,265	226,873
	209,636	215,926	222,404	229,077	235,950
Grade 12	119,858	123,454	127,158	130,973	134,903
	124,653	128,393	132,245	136,213	140,300
	129,640	133,530	137,536	141,663	145,913
	134,826	138,871	143,038	147,330	151,750
	140,220	144,427	148,760	153,223	157,820
	145,829	150,204	154,711	159,353	164,134
	151,662	156,212	160,899	165,726	170,698
	157,729	162,461	167,335	172,356	177,527
	164,039	168,961	174,030	179,251	184,629
	170,600	175,718	180,990	186,420	192,013
	177,425	182,748	188,231	193,878	199,695
	184,523	190,059	195,761	201,634	207,684

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Grade 11	96,006	98,887	101,854	104,910	108,058
	99,848	102,844	105,930	109,108	112,382
	103,842	106,958	110,167	113,473	116,878
	107,996	111,236	114,574	118,012	121,553
	112,317	115,687	119,158	122,733	126,415
	116,810	120,315	123,925	127,643	131,473
	121,482	125,127	128,881	132,748	136,731
	126,342	130,133	134,037	138,059	142,201
	131,395	135,337	139,398	143,580	147,888
	136,653	140,753	144,976	149,326	153,806
	142,119	146,383	150,775	155,299	159,958
	147,805	152,240	156,808	161,513	166,359
Grade 10	63,647	65,557	67,524	69,550	71,637
	66,194	68,180	70,226	72,333	74,503
	68,843	70,909	73,037	75,229	77,486
	71,596	73,744	75,957	78,236	80,584
	74,460	76,694	78,995	81,365	83,806
	77,439	79,763	82,156	84,621	87,160
	80,538	82,955	85,444	88,008	90,649
	83,759	86,272	88,861	91,527	94,273
	87,110	89,724	92,416	95,189	98,045
	90,594	93,312	96,112	98,996	101,966
	94,218	97,045	99,957	102,956	106,045
	97,988	100,928	103,956	107,075	110,288
Grade 9	55,373	57,035	58,747	60,510	62,326
	57,588	59,316	61,096	62,929	64,817
	59,892	61,689	63,540	65,447	67,411
	62,288	64,157	66,082	68,065	70,107
	64,779	66,723	68,725	70,787	72,911
	67,372	69,394	71,476	73,621	75,830
	70,067	72,170	74,336	76,567	78,865
	72,870	75,057	77,309	79,629	82,018
	75,785	78,059	80,401	82,814	85,299
	78,818	81,183	83,619	86,128	88,712
	81,971	84,431	86,964	89,573	92,261
	85,250	87,808	90,443	93,157	95,952

13A

Grade 8	47,621	49,050	50,522	52,038	53,600
	49,527	51,013	52,544	54,121	55,745
	51,507	53,053	54,645	56,285	57,974
	53,568	55,176	56,832	58,537	60,294
	55,711	57,383	59,105	60,879	62,706
	57,941	59,680	61,471	63,316	65,216
	60,259	62,067	63,930	65,848	67,824
	62,671	64,552	66,489	68,484	70,539
	65,177	67,133	69,147	71,222	73,359
	67,785	69,819	71,914	74,072	76,295
	70,497	72,612	74,791	77,035	79,347
	73,317	75,517	77,783	80,117	82,521
Grade 7	42,858	44,144	45,469	46,834	48,240
	44,573	45,911	47,289	48,708	50,170
	46,357	47,748	49,181	50,657	52,177
	48,211	49,658	51,148	52,683	54,264
	50,140	51,645	53,195	54,791	56,435
	52,147	53,712	55,324	56,984	58,694
	54,233	55,860	57,536	59,263	61,041
	56,402	58,095	59,838	61,634	63,484
	58,660	60,420	62,233	64,100	66,023
	61,007	62,838	64,724	66,666	68,666
	63,448	65,352	67,313	69,333	71,413
	65,986	67,966	70,005	72,106	74,270
Grade 6	36,914	38,022	39,163	40,338	41,549
	38,392	39,544	40,731	41,953	43,212
	39,927	41,125	42,359	43,630	44,939
	41,525	42,771	44,055	45,377	46,739
	43,186	44,482	45,817	47,192	48,608
	44,913	46,261	47,649	49,079	50,552
	46,711	48,113	49,557	51,044	52,576
	48,580	50,038	51,540	53,087	54,680
	50,523	52,039	53,601	55,210	56,867
	52,544	54,121	55,745	57,418	59,141
	54,647	56,287	57,976	59,716	61,508
	56,833	58,538	60,295	62,104	63,968

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Grade 5	32,485	33,460	34,464	35,498	36,563
	33,785	34,799	35,843	36,919	38,027
	35,137	36,192	37,278	38,397	39,549
	36,543	37,640	38,770	39,934	41,133
	38,004	39,145	40,320	41,530	42,776
	39,525	40,711	41,933	43,191	44,487
	41,106	42,340	43,611	44,920	46,268
	42,750	44,033	45,354	46,715	48,117
	44,461	45,795	47,169	48,585	50,043
	46,239	47,627	49,056	50,528	52,044
	48,089	49,532	51,018	52,549	54,126
	50,014	51,515	53,061	54,653	56,293
GRADE 4	28,261	29,109	29,983	30,883	31,810
	29,392	30,274	31,183	32,119	33,083
	30,569	31,487	32,432	33,405	34,408
	31,792	32,746	33,729	34,741	35,784
	33,065	34,057	35,079	36,132	37,216
	34,388	35,420	36,483	37,578	38,706
	35,763	36,836	37,942	39,081	40,254
	37,195	38,311	39,461	40,645	41,865
	38,684	39,845	41,041	42,273	43,542
	40,231	41,438	42,682	43,963	45,282
	41,841	43,097	44,390	45,722	47,094
	43,515	44,821	46,166	47,551	48,978
GRADE 3	25,436	26,200	26,986	27,796	28,630
	26,453	27,247	28,065	28,907	29,775
	27,512	28,338	29,189	30,065	30,967
	28,613	29,472	30,357	31,268	32,207
	29,759	30,652	31,572	32,520	33,496
	30,949	31,878	32,835	33,821	34,836
	32,187	33,153	34,148	35,173	36,229
	33,476	34,481	35,516	36,582	37,680
	34,814	35,859	36,935	38,044	39,186
	36,209	37,296	38,415	39,568	40,756
	37,657	38,787	39,951	41,150	42,385
	39,164	40,339	41,550	42,797	44,081

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GRADE 2	22,637	23,317	24,017	24,738	25,481
	23,544	24,251	24,979	25,729	26,501
	24,486	25,221	25,978	26,758	27,561
	25,466	26,230	27,017	27,828	28,663
	26,486	27,281	28,100	28,943	29,812
	27,545	28,372	29,224	30,101	31,005
	28,648	29,508	30,394	31,306	32,246
	29,794	30,688	31,609	32,558	33,535
	30,986	31,916	32,874	33,861	34,877
	32,226	33,193	34,189	35,215	36,272
	33,515	34,521	35,557	36,624	37,723
	34,856	35,902	36,980	38,090	39,233
GRADE 1	19,921	20,519	21,135	21,770	22,424
	20,718	21,340	21,981	22,641	23,321
	21,548	22,195	22,861	23,547	24,254
	22,410	23,083	23,776	24,490	25,225
	23,305	24,005	24,726	25,468	26,233
	24,239	24,967	25,717	26,489	27,284
	25,209	25,966	26,745	27,548	28,375
	26,217	27,004	27,815	28,650	29,510
	27,267	28,086	28,929	29,797	30,691
	28,359	29,210	30,087	30,990	31,920
	29,493	30,378	31,290	32,229	33,196
	30,672	31,593	32,541	33,518	34,524

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UNIVERSITIES' ACADEMIC STAFF UNION

All correspondence should be addressed to the Secretary General

National Chairperson

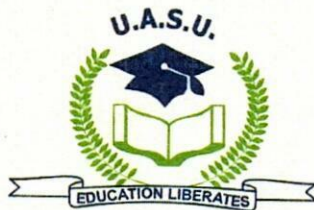
Grace C. Nyongesa

National Secretary General

Dr. Constantine Wasonga

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Ref: UASU/IPUCCF/ JNC/5/25

13th October, 2025

Prof. Fred Simiyu Barasa, PhD
Chairman
IPUCCF Joint Negotiations Committee &
Vice Chancellor, Taita Taveta University
P.O Box 635 – 80300
VOI

“ ADVANCE COPY BY EMAIL ”

Dear Prof. Barasa,

REF: RESPONSE TO INTER-PUBLIC UNIVERSITIES COUNCILS' CONSULTATIVE FORUM (IPUCCF) OF THE FEDERATION OF KENYA EMPLOYERS (FKE) COLLECTIVE BARGAINING AGREEMENT (CBA) COUNTER-OFFER FOR 2025-2029 CBA CYCLE

We refer to the above- captioned matter.

We hereby forward our response to the Counter- Offer presented to us on 10th October, 2025 by the Inter-Public Universities Councils' Consultative Forum (IPUCCF) of the Federation of Kenya Employers (FKE) on our demand proposal for 2025-2029 CBA cycle.

Thanks in advance.

Yours sincerely,

Dr. Constantine Wasonga Opiyo, PhD
National Secretary General

Copy To Cabinet Secretary, Ministry of Education
Principal Secretary, State Department for Higher Education and Research
CEO, Salaries and Remuneration Commission
Office of the Chairperson, IPUCCF of FKE
Prof. Daniel Mugendi, EBS, Chairperson, Vice Chancellors' Committee & Vice Chancellor, University of Embu

Organising Secretary - Onesmus M. Mutio
Vice Chairman - Cyprian Ombati

Deputy Sec General - Jacob N. Musembi
Assistant Treasurer - Weldon K. Tonui

Trustee - Dr. Francis Odundo
- Dr. Jane J. Michael
- John Malii

RESPONSE TO IPUCCF 2025-2029 CBA COUNTER-OFFER TO UASU DEMAND PROPOSAL RECEIVED ON 10TH OCTOBER, 2025

PREAMBLE

Justification for Negotiations of all Terms and Conditions of Service for all Academic Staff in Public Universities in 2025-2029 CBA

In the 2021-2025 CBA signed on 23rd November, 2024 Clause (ii) under the other Terms and Conditions of the agreement parties agreed that;

“IPUCCF and UASU shall negotiate, at National Level, all terms and conditions of service for UASU unionizable employees in one single CBA in the 2025-2029 cycle beginning in the Financial year 2025/2026 in accordance with the Recognition Agreement signed on 28th October, 2019”.

The Union envisaged that this would bring uniformity in the Terms and Conditions of Service for Academic Staff in all Public Universities in Kenya. Unfortunately, the Union notes with concern that the agreement has not been honoured at all instead only a few Terms and Conditions of Service have been selected for negotiation. It is worth noting that other public based Trade Unions are enabled to negotiate all Terms and Conditions of Service for their members.

Document A (i), (ii)

1. BASIC SALARIES

Justification for General Wage Demands by Universities' Academic Staff Union

Article 41(2) (a) of the Constitution of Kenya 2010 confers every worker the right to fair remuneration. Further, Article 41(5) of the Constitution of Kenya states that every trade union, employer's organization has the right to engage in collective bargaining agreement.

Article 230(5)(b) of the Constitution of Kenya identifies the need to ensure that public services can attract and retain the skills required to execute their functions, transparency and fairness as some of the principles in setting and reviewing remuneration and benefits in the public sector. Section 12(1) of the Salaries and Remuneration Commission Act (2011) establishes equal remuneration to persons for work of equal value as another principle in determining remuneration and benefits in the Public Sector.

Based on the foregoing and in keeping with the Provisions of Wage Guidelines (2005), the demand for salary increments by the Universities Academic Staff Union (UASU) is premised on the following:

- Wage Guideline 2(i&ii) allows wage claims by wage earners towards compensation for the erosion of purchasing power. The latest revision of wages for UASU members was 1st July, 2021. Since then up to 30th June 2025, the New Kenya Consumer Price Indices (CPI) rose by 26.1%. This means that workers represented by UASU suffered a 26.1% erosion in their purchasing power. This should be compensated in full to protect the workers from experiencing a decline in real wage;

- Article 230(5)(d) of the Constitution of Kenya identifies transparency and fairness as a key principle in determining remuneration and benefits in the public sector. This is an important principle that increases confidence in setting and administration of public sector remuneration.

The Union has noted with a lot of concern that in the IPUCCF's recommendation to SRC, IPUCCF discouraged SRC from giving competitive remuneration on the basic salary citing the implementation of 2021-2025 CBA(now past) as their justification for not recommending competitive remuneration on basic salary. This is not a requirement as per the Provisions of Wage Guidelines, 2005. This amounts to gross injustice to the academic staff who have no part to play in the delays or otherwise in previous CBA negotiations and implementation.

In the 2013-2017 CBA, UASU negotiated a pay increase in basic salary of 17.5%-19.8% at a cost of Kshs.15.2B for a four year cycle, 2017-2021 CBA cycle, was 11.2% - 29.3% at a cost of Kshs. 16.5B for a four year cycle, 2021-2025 CBA cycle of two years was 7.1% -22.2% at a cost of Kshs. 9.7B. There is no way that a four year cycle can cost Kshs. 3.1B in Basic Salaries inclusive of annual notch increments for all staff in Public Universities.

The Union recommends that IPUCCF reviews their recommendations and be guided by the Provisions of the Wage Guideline Policy 2005 and appeal to SRC for appropriate advise on basic salaries.

Document B (i), (ii) & (iii)

2. ANNUAL INCREMENT

On 30th September, 2019, SRC in a letter Ref.No. SRC/TS/UG/3/7Vol.VII(74) stated in (ii);

"Public Service employees including Universities staff are generally cushioned against the effect of inflation through the automatic annual increment on the basic salary which is loaded prior to implementation of the new salary structure."

According to Kenya National Bureau of Statistics (KNBS), the Kenya Consumer Price Index and Inflation Report released on 30th September, 2025, the current inflation rate is 4.6%. For UASU members to be cushioned against the vagaries of inflation Automatic Annual Increment should be at least 5% and not 4% as was recommended by IPUCCF to SRC and given in the IPUCCF Counter-Offer.

Document C (i),(ii)

3. HOUSE ALLOWANCE

IPUCCF's offer of no increment in House Allowance has not been accepted by the Union. It is important to note that House Allowances in Public Universities have not been reviewed in the past 17 years which has made staff move and live in areas that do not befit their social status as academicians.

The State Department for Housing and Urban Development increased the rent paid for government houses as per Ref: MLPWHUD/HUD/ADM/1/1/VOL.IV (41) and dated 28th

September 2023. The Union urges the IPUCCF to support increments in house allowance and not the 3% recommended to SRC.

Document D

4. PROGRESSIVE IMPLEMENTATION OF OTHER ALLOWANCES

According to SRC, the effective date for implementation of the Allowance Policy Guideline for Public Service was April 2022. It is important to note that payment of different rates of allowances for Academic staff in the same grade(s) is discriminatory and promotes internal and external inequality contrary to the principle of equal remuneration to persons for work of equal value. **UASU implores IPUCCF to appeal the advise given by SRC that other allowances be retained at current rates.**

In the 2021-2025 CBA signed on 23rd November, 2024 Clause 1 parties agreed that;

"Harmonization of other allowances shall be negotiated in the next CBA cycle of 2025-2029 which shall commence on or before 31st January, 2025 and the effective date for the CBA being from 1st July, 2025.

Further, on 21st June 2024 SRC in a letter Ref. No. SRC/TS/10 Vol. IV (6) stated that;

Other allowances:

"... SRC shall progressively review and advise on harmonized rates across all Public Universities".

Analysis of the Counter-Offer by IPUCCF shows that not all allowances in the Union's demand proposal have been considered and offers given. The Union is concerned that in the IPUCCF recommendation to SRC, IPUCCF does not provide the means (averages) of the amounts to be paid to enable SRC give advise how to progressively review and harmonize the rates across all Public Universities. The ones which have been countered are below the Union's expectation and therefore the offers have been rejected. UASU recommends that IPUCCF provides the means(averages) to enable SRC give appropriate advise.

Document B (i)

5. MEDICAL COVER

The Union has noted with a lot of concern that the beacons provided for 2025-2029 CBA, SRC is constantly referring IPUCCF to Terms and Conditions of Service in the Public Service but fails to take cognizance of the Comprehensive Medical Insurance Scheme for Civil Servants and Disciplined Services Hand Book when offering beacons for medical cover to Academic Staff in Public Institutions. **The figures in the SRC beacons and IPUCCF Counter - Offer are inferior to those offered to their equivalents in the Public Service.**

Document E, A(i) & (ii)

6. CAR LOAN AND MORTGAGE SCHEME

The IPUCCF Counter-Offer has referred the Union to the SRC circular **SRC/ADM/CIRC/113 Vol. III(128)** dated 17th December, 2014 but failed to disclose the following as guided by the same circular on financing the schemes. The Counter-Offer has not provided the following;

- (i) Proof of request for budgetary provision for the schemes
- (ii) How the schemes shall be administered
- (iii) Identity of the financial institution where the scheme shall be domiciled
- (iv) Effective date

According to the Return To Work Formula signed between IPUCCF and UASU on 23rd November, 2024 Clause 8;

"Further to the Return To Work Formula dated 26th September, 2024 and for avoidance of doubt, IPUCCF agrees to work with UASU on the cost and modalities of implementing the Car Loans and Mortgage Scheme financing for staff in Public Universities and their Constituent Colleges. The cost agreed upon shall be factored in the Education Sector Budget in the Financial Year 2026/2027."

The Union expects clear timelines and guidelines on when Car Loan and Mortgages shall be availed to Union members who have been discriminated since 2014. **Document F (i) & (ii)**

7. PROMOTION

According to the 2021-2025 CBA signed on 23rd November, 2024 parties agreed as follows;

"A member of UASU who has completed a minimum of three (3) consecutive years of service at the University, either from their initial date of appointment or from their most recent promotion date, shall be eligible for review and promotion in accordance to the promotion criteria and the Human Resource Policies and Procedures. Universities shall budget for for promotions to appear in the Education Sector Budget, annually."

The Union has noted with concern that there is no beacon on Promotion from SRC despite IPUCCF recommendation of a provision of 10% of the CBA cost for promotions. The Union expects a Counter - Offer on this item. **Document B (i)**

CONCLUSION

A keen reading of SRC beacons and IPUCCF Counter-Offer the Union has deduced that they are final offers and the Union has not been given a chance to negotiate as per Article 41 (5) of the Constitution of Kenya, 2010. The Union, therefore recommends that SRC beacons should provide ranges within which parties can negotiate and not to give final positions. **The Union has therefore rejected SRC beacons and IPUCCF Counter -Offer in entirety.**

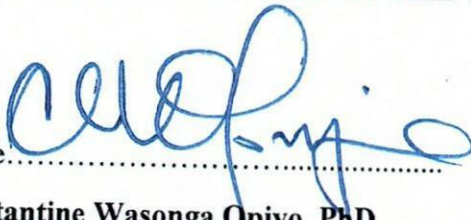
In line with SRC's Revised Guidelines in the Public Sector (Ref. No. SRC/ADM/CIR/1/13 VOL.IV(28) on Collective Bargaining Agreement Appendix 2 Section 5 states that ;

"In case of a stalemate, an employer will submit an appeal to the Commission within Fourteen (14) days."

The Union appeals to IPUCCF to first review their recommendations of June, 2025 and thereafter, appeal to SRC to give new beacons for 2025-2029 CBA based on the above justifications.

SIGNED FOR AND ON BEHALF OF THE UNION

Signature.....



**Dr. Constantine Wasonga Opiyo, PhD
National Secretary General,
Universities' Academic Staff Union (UASU)**

Date

13th Oct 2025

KENYA UNIVERSITIES STAFF UNION

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All correspondence should be addressed to Secretary General

National Chairperson - Dr. Philip O. Onyango

Secretary General - Dr. Charles G. Mukhwaya

National Treasurer - Eng. James M. Magoka

Our Ref.....

KUSU/NO/CBA/IPUCCF/10/25

October 15, 2025

Prof. Fred Simiyu Barasa, PhD

Chairman, IPUCCF-Joint Negotiations Committee &
Vice Chancellor, Taita Taveta University
VOI, Kenya

Dear Prof,

**KUSU COUNTER-PROPOSAL FOR THE 2025-2029 CBA BETWEEN
THE INTER-PUBLIC UNIVERSITIES COUNCILS' CONSULTATIVE
FORUM (IPUCCF) OF THE FEDERATION OF KENYA EMPLOYERS
(FKE) AND THE KENYA UNIVERSITIES STAFF UNION (KUSU)**

We acknowledge receipt of a counter-offer by IPUCCF on the above-captioned CBA on 11th October, 2025.

Enclosed herewith, please find the KUSU counter-proposal for your consideration, and as a sign of readiness to negotiate and conclude the said CBA.

Thank you for continued cooperation.

Yours sincerely,

Dr. Charles Mukhwaya
Secretary General, KUSU

Encl:

cc: Chairperson, IPUCCF of FKE
Chairperson, Vice-Chancellors' Committee



COUNTER-PROPOSAL

OF

**KENYA UNIVERSITIES STAFF UNION
(KUSU)**

(Hereinafter referred to as the Union)

TO

**INTER-PUBLIC UNIVERSITIES COUNCILS' CONSULTATIVE FORUM
(IPUCCF)**

OF

**FEDERATION OF KENYA EMPLOYERS
(FKE)**

(Hereinafter referred to as the Employer)

**IN THE MATTERS OF TERMS AND CONDITIONS OF EMPLOYMENT FOR
ADMINISTRATIVE, TECHNICAL, LIBRARY & INFORMATION SCIENCES
STAFF IN PUBLIC UNIVERSITIES & CONSTITUENT COLLEGES**

October, 2025

CGM

**KENYA UNIVERSITIES STAFF UNION (KUSU) 2025-2029 CBA COUNTER-
PROPOSAL TO INTER-PUBLIC UNIVERSITIES COUNCILS' CONSULTATIVE
FORUM (IPUCCF) OF FEDERATION OF KENYA EMPLOYERS (FKE)**

PREAMBLE

Following the counter-offer by Inter-Public Universities Councils Consultative Forum (IPUCCF) of Federation of Kenya Employers (FKE) dated 11th October, 2025, Kenya Universities Staff Union (KUSU) would like to make the following counter-proposals **(in italics)**:

1. PARTICULARS FOR NEGOTIATIONS

That IPUCCF and the Kenya Universities' Staff Union (KUSU) shall negotiate for the entire CBA cycle for 2025-2029. These negotiations will be conducted within the terms and conditions of the **Recognition Agreement dated 28th October, 2019** and the KUSU proposal dated 13th February, 2025. It was further agreed in the 2021-2025 signed CBA between IPUCCF and KUSU that the parties shall negotiate, at National Level, all terms and conditions of service for KUSU unionizable employees in one single CBA in the 2025-2029 cycle beginning in the Financial Year 2025/2026. This CBA shall apply to KUSU unionizable employees in the following Grades:

- Grade 5
- Grade 6
- Grade 7
- Grade 8
- Grade 9
- Grade 10
- Grade 11
- Grade 12
- Grade 13
- Grade 14
- Grade 15

While it's true that parties agreed to negotiate within the terms of the Recognition Agreement dated 28th October, 2019, it was envisaged that there will still be limited internal CBA negotiations of terms and conditions of service not mentioned above such as and are university specific including but not limited to disciplinary matters, part-time payment, demise in service. Therefore Clause 1 above should be amended to reflect this spirit.

2. BASIC SALARY AND SALARY STRUCTURE

i. Basic Salary

The basic monthly salaries, in Kenya Shillings, shall be paid to KUSU unionizable employees as detailed in the annexure to this counter-offer and marked as **"Annexure I"**.

*Having studied your counter-offer as shown in **Annexure 1** it is apparent that it does not include the aspect of harmonization in order to establish a single*

grading structure in the university payroll system. The principle of a single grading system similar to the one found in Civil service was extensively canvassed during the 2021-2025 CBA negotiations.

The Union therefore **rejects** the counter-offer and urges IPUCCF to adopt the salary scales and structure as contained in its proposal dated 13th February, 2025.

Secondly, the counter-offer of 2% basic salary increase negates the spirit, practice and economic considerations in previous negotiations which have consistently awarded increments of not less than 15%. Consequently, KUSU **rejects** the 2% offer.

Annual Increment

Annual increments shall be retained at 4% of Basic Salary subject to the respective salary grade ceiling.

Since the CBA cycle covers a period of 4 years which makes it difficult to predict inflationary rate with certainty within such an extended period, we maintain that our proposal of 5% annual increment stands.

ii. **Incremental Dates**

The incremental date for employees will be 1st January of every year for staff appointed and report for duty between 1st January and 30th June and the incremental date for those appointed and report on duty between 1st July and 31st December will be 1st July of every year.

3. HOUSE ALLOWANCE

The house allowances, in Kenya Shillings, shall be paid monthly to KUSU unionizable employees as detailed in "Table 1":

Table 1: House Allowance

Grade	Rate (KES pm)
15	73,715
14	62,658
13	58,972
12	55,286
11	47,915
10	35,383
9	31,845
8	28,307
7	24,768
6	21,230
5	17,692

The above table of House Allowance has proposed the allowance to be retained at the current rates. This is not only unfair but is insensitive to the economic realities since the last time the allowance was reviewed was in 2010.

The Union therefore rejects the offer and, in the alternate, it urges IPUCCF to accept the House Allowance rates as contained in its proposal dated 13th February, 2025.

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4. COMMUTER ALLOWANCE

The Commuter Allowance, in Kenya Shillings, shall be paid monthly to KUSU unionizable employees as detailed in "Table 2":

Table 2: Commuter Allowance

Grade	Rate (KES pm)
15	15,500
14	15,000
13	14,500
12	14,000
11	13,500
10	13,000
9	7,800
8	6,500
7	5,200
6	5,200
5	5,200

Transitional/Implementation Clauses:

- Universities whose rates of Commuter Allowance are higher than the rates in Table 2, to retain their current rates until the next review; and
- Universities whose rates of Commuter Allowance are lower than the rates provided in Table 2 shall determine the difference between the current rate and the rates provided in Table 2 and the said difference shall be paid annually in four (4) equal installments within the CBA cycle.

Historically, Commuter Allowance has not be attached to a Job Grade. The cost of transport is normally blind to qualifications status or standing in the society and therefore should be uniform.

The counter-offer on the Commuter Allowance is discriminative and segregative while historically the Allowance in Public Universities have always been unified. The adverse changes in cost of transport cuts across all cadres indiscriminately.

The Union therefore rejects the counter-offer. In the alternate, the Union proposes Kshs 65,000 for all grades as contained in its proposal dated 13th February, 2025.

5. PASSAGE AND BAGGAGE ALLOWANCE

Passage and Baggage Allowance shall be paid to KUSU unionizable employees on first appointment and upon exit at the rates indicated in "Table 3":

Table 3: Passage and Baggage Allowance

Grade	Rate per Kilometer (KES)
15	80
14	68
13	68
12	68

CGM

11	55
10	55
9	55
8	55
7	43
6	43
5	43

The IPUCCF purports to determine the rates per KM which is only domiciled in the "province" of Automobile Association (AA) of Kenya.

Secondly, adopting Passage and Baggage Allowance on the basis of kilometers will lead to fraud, favoritism and difficult to implement.

The Union therefore rejects the counter-offer. In the alternate, the Union proposes Kshs 120,000 as contained in its proposal dated 13th February, 2025.

6. LEAVE ALLOWANCE

Leave Allowance shall be paid annually to KUSU unionizable employees at the rates indicated in "Table 4":

Table 4: Leave Allowance

Grade	Rate (KES pa)
15	19,060
14	18,294
13	14,775
12	14,348
11	10,692
10	9,248
9	8,863
8	8,173
7	7,314
6	6,525
5	6,225

Transitional/Implementation Clauses:

- i. Universities whose rates of Leave Allowance are higher than the rates in Table 4, to retain their current rates until the next review; and
- ii. Universities whose rates of Leave Allowance are lower than the rates provided in Table 4 shall determine the difference between the current rate and the rates provided in Table 4 and the said difference shall be paid annually in four (4) equal installments within the CBA cycle.

The counter-offer on Leave Allowance is unrealistic.

The Union therefore rejects the counter-offer. In the alternate, the Union proposes one-month basic pay or Kshs 140,000 whichever is higher as contained in its proposal dated 13th February, 2025.

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7. TRANSFER (RELOCATION) ALLOWANCE

Transfer (Relocation) Allowance shall be paid to KUSU unionizable employees in accordance with the provisions of the *Public Service Commission Human Resource Policies and Procedures Manual, 2016*.

Transfer (Relocation) Allowance shall be paid to KUSU unionizable employees at the rate of one-month basic salary or Kshs 100,000 whichever is higher.

8. MEDICAL BENEFITS

Medical benefits shall be paid to KUSU unionizable employees in accordance with the SRC advised rates of medical benefits as indicated in "Table 5":

Table 5: SRC advised rates of Medical Benefits

Grade	INPATIENT	OUTPATIENT	MATERNITY	OPTICAL	DENTAL
	KES	KES	KES	KES	KES
Grade 15	2,000,000	250,000	150,000	30,000	25,000
Grade 14	2,000,000	250,000	150,000	30,000	25,000
Grade 13	1,500,000	200,000	100,000	30,000	25,000
Grade 12	1,500,000	200,000	100,000	30,000	25,000
Grade 11	1,500,000	200,000	100,000	30,000	25,000
Grade 10	1,500,000	200,000	100,000	30,000	25,000
Grade 9	1,500,000	200,000	100,000	30,000	25,000
Grade 8	1,000,000	150,000	75,000	30,000	15,000
Grade 7	1,000,000	150,000	75,000	30,000	15,000
Grade 6	1,000,000	150,000	75,000	30,000	15,000
Grade 5	1,000,000	150,000	75,000	30,000	15,000

Eligibility for Medical Benefits:

The Medical Scheme shall cover the KUSU unionizable employees, a spouse and up to four (4) dependent children of age eighteen (18) years and below. However, dependent children above eighteen (18) years but not more than twenty-four (24) years who are in school may be covered in the Scheme on provision of appropriate evidence.

The counter-offer assumes that every employer operates an insurance medical cover. In addition, it does not address the comprehensive non-contributory medical scheme as contained in the union's proposal dated 13th February, 2025.

The Union therefore rejects the counter-offer. In the alternate, it requests IPUCF to accept the Union's proposal on medical benefits.

GM

KUSU 2025-2029 CBA COUNTER-PROPOSAL

"Annexure II"

S/NO.	Item as per KUSU Proposal	IPUCCF Counter-Offer	KUSU Counter-proposal
1.	Retirement Age	Retain as per the 2021-2025 negotiated and registered CBA	AGREED subject to the provision of Clause 11 of this Agreement
2.	Annual Leave	Retain as per the 2021-2025 negotiated and registered CBA	AGREED
3.	Job Evaluation	This item shall be retained as per the 2021-2025 CBA where IPUCCF, in consultation with SRC shall involve KUSU in all stages of job evaluations.	To adopt with modification
4.	Promotions	Retain as per the 2021-2025 negotiated and registered CBA	AGREED subject to tabling of budget by IPUCCF, and KUSU proposes commencement date of 1 st July, 2025
5.	Leave of Absence	Retain as per the 2021-2025 negotiated and registered CBA	AGREED
6.	Health Workers Allowances	To be paid as per SRC approved Rates	AGREED
7.	Professional Attachment Leave	In accordance with the existing respective Council Terms of Service	Amend to read "existing local CBAs"
8.	Daily Subsistence Allowance (DSA) & Day Trip Allowance	To be paid as per SRC approved Rates	AGREED
9.	Branch Collective Bargaining Agreements (CBAs)	In accordance with Clause 6 (1) (ii) of the 2021-2025 negotiated and registered CBA	Amend to include provisions of Clause 11 of this Agreement
10.	Union Dues	Retain as per the 2021-2025 negotiated and registered CBA	AGREED
11.	Agency Fee	Retain as per the 2021-2025 negotiated and registered CBA	AGREED

CM

KUSU 2025-2029 CBA COUNTER-PROPOSAL

12.	Responsibility Allowance/ Extraneous Duty Allowance/ Entertainment Allowance/ Telephone Allowance	These are Management allowances payable to staff by virtue of a management position held and not by virtue of a substantive staff grade for which parties negotiate.	<i>Adopt local CBAs</i>
13.	Implementation	The CBA shall cover the period 1 st July, 2025 to 30 th June, 2029. The effective date shall be the date of signing the CBA.	<i>Effective date and Implementation date shall be 1st July, 2025</i>

CONCLUSION

Seized of the content of both SRC Beacons and IPUCCF Counter-offer, the Union has observed that offers on basic salary, house allowance, medical benefits among others are final offers thereby denying the Union a chance to negotiate the CBA contrary to the provisions of Article 41(5) of the Constitution of Kenya. Therefore, the Union recommends that IPUCCF appeals against SRC advisory with a view to provide reasonable beacons to facilitate meaningful negotiation.

CGM

9. CAR LOAN AND MORTGAGE SCHEME

To be provided to KUSU unionizable employees in accordance with SRC Circular Number SRC/ADM/CIR/1/13/ Vol. III (128) dated 17th December, 2014.

This Clause was agreed upon in the 2021-2025 CBA cycle negotiations. What was outstanding then, was the budget and implementation date.

The Union therefore requests IPUCCF to table the budget and implementation date to form the basis of negotiation.

10. OTHER TERMS AND CONDITIONS

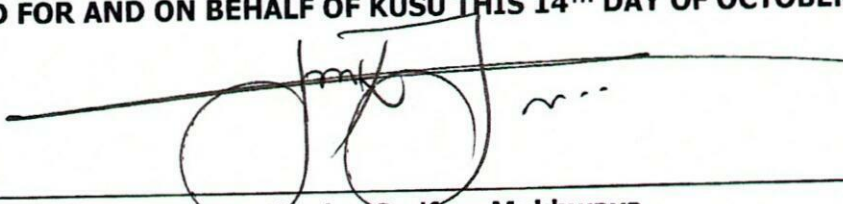
That the other terms and conditions of service that KUSU included in the proposal of 13th February, 2025 to IPUCCF shall be guided as annexed herewith to this counter-offer and marked as "**Annexure II**".

11. *The entry grade for a Bachelors Degree holder shall be Grade 10. The Employer shall progressively upgrade existing employees within a period of one year upon commencement of this Agreement*

12. COMMENCEMENT OF THIS AGREEMENT

Upon commencement of this agreement, all parties agree that this agreement shall operate alongside and not override any existing Local CBAs and or contracts that contain terms and conditions that are more favourable or superior to those contained herein. Where there exists any conflict or inconsistency between this agreement and any Local CBA, the superior terms of the Local agreement shall prevail to the extent of the inconsistency. The parties also agree that terms and conditions of service that are not expressly covered under this agreement or listed in the Recognition Agreement date 28th October, 2019 shall continue to be negotiated in the local CBAs.

SIGNED FOR AND ON BEHALF OF KUSU THIS 14TH DAY OF OCTOBER, 2025.



**Dr. Charles Godfrey Mukhwaya
SECRETARY GENERAL, KUSU**



**KENYA UNION OF DOMESTIC, HOTELS, EDUCATIONAL INSTITUTIONS
AND HOSPITAL WORKERS
(KUDHEIHA WORKERS)**

Chairman: Douglas Kyalo Kalivu
Secretary General: Albert N. Obed
Treasurer: Thomas O. Mboya



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Our Ref: **51/E16/IPUCCF/2025** All Correspondence to be addressed to the
Secretary General

Your Ref:

Date: **23/10/2025**

Prof. Fred Simiyu Barasa, PhD
Chairman, IPUCCF Joint Negotiations Committee &
Vice Chancellor, Taita Taveta University
P.O. Box 635-80300
VOI

"ADVANCE COPY BY EMAIL"

Dear Prof. Barasa,

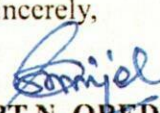
**RE: RESPONSE TO THE INTER-PUBLIC UNIVERSITIES COUNCILS'
CONSULTATIVE FORUM (IPUCCF) OF THE FEDERATION OF KENYA EMPLOYERS
(FKE) – COLLECTIVE BARGAINING AGREEMENT (CBA) COUNTER OFFER FOR
THE 2025-2029 CBA CYCLE.**

We refer to the subject matter above.

We hereby forward our detailed response to the counter offer presented to us on **12th October, 2025** by the Inter-Public Universities Councils' Consultative Forum (IPUCCF) of the Federation of Kenya Employers (FKE), in relation to our proposed demands for the 2025-2029 CBA cycle.

Thank you in advance.

Yours sincerely,


ALBERT N. OBED
SECRETARY GENERAL

CC:

- Cabinet Secretary, Ministry of Education, Science and Technology
- Principal Secretary, State Department for Higher Education and Research
- Chief Executive Officer, Salaries and Remuneration Commission
- Office of the Chairperson, IPUCCF of FKE
- Prof. Daniel Mugendi, EBS – Chairperson, Vice Chancellors' Committee & Vice Chancellor,

Branches: **University of Embu, Nairobi, Mombasa, Nakuru, Kisumu, Eldoret, Nyeri, Kericho, Kisii, Embu, Meru, Nanyuki, Garissa, Isiolo, Kakamega, Malindi, Bomet, Thika, Nyahururu, Nyandarua, Kitale, Limuru, Kwale, Murang'a, Kitui, Bungoma, T/Taveta, Homabay, Naivasha, Narok, Tharaka Nithi, Kirinyaga, Kajiado, Makueni, Machakos, Vihiga, Kilifi, Busia, Baringo, Siaya, Nandi**
Sub Branches: **Elgeyo-Marakwet, Kibwezi, Migori**

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KUDHEIHA WORKERS UNION RESPONSE IN RELATION TO IPUCCF of FKE COUNTER OFFER PRESENTED ON 12TH OCTOBER, 2025.

INTRODUCTION

The Kenya Union of Domestic, Hotels, Educational Institutions, Hospitals and Allied Workers (KUDHEIHA Workers Union) acknowledges and appreciates the efforts by the Inter-Public Universities Councils' Consultative Forum of federation of Kenya Employers (IPUCCF of FKE) in tabling a counter-offer for the 2025–2029 Collective Bargaining Agreement (CBA).

However, upon a thorough and critical review of the counter offer against:

- a) The prevailing and projected economic realities, including the rising cost of living, high inflation rates, and escalating consumer prices; and
- b) The Union's own CBA proposals submitted in good faith,

The Union finds the counter-offer to be **grossly inadequate, unrealistic, and not reflective of the prevailing socio-economic environment** affecting our members across the public universities.

The proposed figures fail to address the severe erosion of workers' purchasing power occasioned by sustained inflationary pressures, particularly in essential sectors such as food, transport, housing, and healthcare. Consequently, the offer does not meet the legitimate expectations of our members, who continue to face immense financial strain due to stagnant wages amidst a rapidly rising cost of living.

Furthermore, the Union has established that the IPUCCF did not furnish the Salaries and Remuneration Commission (SRC) with accurate and comprehensive data regarding the true financial position and workforce realities within public universities. This omission has inevitably led to a **non-competitive and unresponsive counter-offer**, thereby undermining the spirit of fair and evidence-based negotiation as envisaged in the CBA process.

1. BASIC SALARY

The counter offer of **2% enhancement of basic pay per financial year**, totaling to **8%** for the CBA period, is far below the real inflation rate and fails to cushion workers against the unpredictable rise in the cost of living. As a result, our members would experience a decline in real income and purchasing power each year.

Proposal:

The basic salary enhancement should align with our proposed CBA. We also request that IPUCCF provide factual and economic evidence demonstrating how the 8% rate was determined.



2. ANNUAL INCREMENT

According to data from the Kenya National Bureau of Statistics (KNBS) as illustrated below in table 1, the headline inflation rate as of **September 2025** was **4.6%**, food inflation **8.4%**, and transport inflation **4.0%**. To cushion KUDHEIHA members against these harsh economic conditions, the annual increment should reflect the Union's proposal

Also refer to SRC letter dated **30th September, 2019** and **REF. No. SRC/TS/UG/3/7 Vol. VII(74)** on Annual increment justification.

Month	Headline Inflation (YoY)	Food inflation	Transport Inflation
Jun 2025	3.8%	6.6%	3.2%
Jul 2025	4.1%	6.8%	4.1%
Aug 2025	4.5%	8.3%	4.4%
Sept 2025	4.6%	8.4%	4.0%

Table 1-Key Economic Indicators – Kenya 2025

3. HOUSE ALLOWANCE

The proposed house allowance of **KES 6,761–11,800** is **grossly unrealistic in light of the prevailing housing market conditions**. It is worth emphasizing that the **last review of house allowance by IPUUCF was undertaken seventeen (17) years ago**, a period during which the cost of housing has escalated significantly across all regions.

Section 31 of the **Employment Act (2007)** mandates employers to provide reasonable housing or pay a sufficient housing allowance.

An analysis of the **(2012-2013, 2013-2017, 2017-2021, 2021-2025)** KUDHEIHA/IPUCCF house allowance reveals unjustified variations:

- **Grades 3–4: KES 1,016 (9.4%)**
- **Grades 5–6: KES 3,538 (19.99%)**
- **Grades 4–5: KES 5,892 (49.93%)**

Such disparities are discriminatory. In line with our proposal, we urge IPUCCF to apply a uniform variation which is not discriminatory across the grades.

This prolonged stagnation has forced many members to reside in substandard and unsafe housing, undermining their dignity, welfare, and productivity

Proposal: house allowance to be paid as per the proposed CBA.

4. COMMUTER ALLOWANCE

The proposed **KES 3,900–5,200** is unrealistic considering the sharp rise in fuel and transport costs. The current rate fails to reflect actual commuting expenses faced by members, especially those living far from their workplaces due to inadequate housing allowances. This situation has resulted in financial hardship and mental stress among members.

The SRC advises that existing CBAs must be considered during new negotiations. The IPUCCF counter-offer contradicts the **spirit of harmonization** agreed upon in the **2021–2025 CBA**. Therefore, the best-performing and non-discriminatory CBA should first be adopted, with enhancements made for the 2025–2029 cycle.

Proposal:

IPUCCF to review its commuter allowance offer in line with the Union's proposal.

5. LEAVE ALLOWANCE

The proposed **KES 3,867–5,076** is insufficient. Universities employ staff from all parts of the country, and the allowance should enable travel for employees and their families. For instance, an employee traveling **one way** from Taita Taveta University to Bungoma incurs at least **KES 5,000** per person.

Proposal:

Leave allowance to be paid as per the Union's proposed CBA.

6. MEDICAL BENEFITS

The SRC-advised medical rates are outdated and fail to reflect with the true picture on the ground. Furthermore, the SRC has not aligned its advice with the comprehensive medical insurance schemes provided to civil servants(e.g. **Teacher's service commission**) and the **disciplined forces**. The rates in the IPUCCF counter-offer are inferior to those in the broader public service.

Proposal:

Medical benefits to be paid as per the Union's proposed CBA.

7. RISK ALLOWANCE

While an SRC circular exists on risk allowances for health workers, many KUDHEIHA members work in hazardous environments and face significant exposure to health risks. These members qualify for a risk allowance comparable to that provided across the public sector.

Proposal:

Risk allowance to be negotiated as per the Union's proposal.

8. EXTRANEIOUS ALLOWANCE

Many KUDHEIHA members perform duties under strenuous and extended conditions beyond normal working hours. This qualifies them for extraneous allowance as approved by SRC for similar roles.

Proposal:

Extraneous allowance to be negotiated as per the Union's proposal.

9. OTHER CLAUSES

Several clauses have been inadequately addressed or omitted, as indicated in **Annexure II** of the counter-offer. These must be reviewed and aligned with the Union's position.

10. PAYMENT OF DIFFERENT RATES TO KUDHEIHA MEMBERS

SRC and IPUCCF must recognize that paying different rates for cross-cutting allowances is discriminatory and promotes inequality. This violates the principle of **equal remuneration for work of equal value**.

KUDHEIHA urges IPUCCF and SRC to adhere to the provisions of the **2021–2025 CBA (signed 23rd November 2024)**, which states:

"Harmonization of other allowances shall be negotiated in the next CBA cycle (2025–2029), which shall commence on or before 31st January 2025, with the effective date being 1st July 2025."

Additionally, the **SRC letter dated 21st June 2024 (Ref. No. SRC/TS/10 Vol. IV(6))** states that "SRC shall *progressively review and advise on harmonized rates across all public universities*."

CONCLUSION:

Despite the agreement reached in the **2021–2025 CBA**, where parties consented to negotiate a single national CBA for all KUDHEIHA unionisable employees in the 2025–2029 cycle, the IPUCCF's current counter-offer reneges on that commitment. Referring other clauses back to individual university councils undermines the spirit and intent of the previous agreement.

The Union, therefore, maintains that **IPUCCF must revise its counter-offer to align with the Union's proposals** before any further negotiations can proceed.

SIGNED FOR AND ON BEHALF OF THE UNION

Signature.....

Date.....

Bro. Albert N. Obed
National Secretary General