UNIVERSITIES' ACADEMIC STAFF UNION

All correspondence should be addressed to the Secretary General

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Ref: UASU/IPUCCF/1/25

3rd February, 2025

The Chairman
Inter Public Universities Councils Consultative Forum
Vice Chancellor
University of Embu
P.O. Box 6-60100
EMBU

Dear Prof. Mugendi,

RE: DEMAND PROPOSAL FOR 2025-2029 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTER -PUBLIC UNIVERSITIES' COUNCILS CONSULTATIVE FORUM (IPUCCF) AND THE UNIVERSITIES ACADEMIC STAFF UNION (UASU)

I wish to notify you that the tenure of the **2021-2025 Collective Bargaining Agreement signed between the Inter-Public Universities' Councils Consultative Forum (IPUCCF)** of the **Federation of Kenya Employers (FKE) and The Universities' Academic Staff Union (UASU)** shall expire on **30th June, 2025.**

In line with **SRC Revised Guidelines on Collective Bargaining Agreement (CBA) in the Public Service Ref: NO:SRC/ADM/CIR/1/13/VOL.IV (28) dated 14th October, 2019,** it is imperative and judicious to furnish you with a copy of our demand proposal for the negotiations of our Terms and Conditions of Service for **2025-2029** for your perusal and action so as to be included in the **FY 2025/2026 Budget**. We have already constituted the UASU negotiating team and expect the IPUCCF negotiating team to be in place to jumpstart the negotiations. It is important to note that IPUCCF and UASU agreed to commence negotiations for 2025-2029 CBA on or before 31st January, 2025. Attached is the SRC Revised Guidelines on Collective Bargaining Agreement.

We are looking forward to receiving your counter offer.

Yours sincerely

Dr. Constantine Wasonga Opiyo, PhD
National Secretary General

Copy To Cabinet Secretary, Ministry of Education,
Principal Secretary, State Department for University Education and Research
CEO, Salaries & Remuneration Commission
Prof. Fred Simiyu Barasa, Chairman, IPUCCF-Joint Negotiations Committee &
Vice Chancellor, Taita Taveta University

Organising Secretary - Onesmus M. Mutio
Vice Chairman - Cyprian Ombati
Deputy Sec General - Jacob N. Musembi
Assistant Treasurer - Weldon K. Tonui
Trustees - Dr. Francis Odundo
- Dr. Jane J. Michael
- John Malii

MEMORANDUM OF AGREEMENT

BETWEEN

INTER-PUBLIC UNIVERSITIES' COUNCILS CONSULTATIVE FORUM (IPUCCF)

OF

FEDERATION OF KENYA EMPLOYERS (FKE)

(Hereinafter referred to as the Forum)

OF THE FIRST PART

AND

UNIVERSITIES' ACADEMIC STAFF UNION (UASU)

(Hereinafter referred to as the Union)

OF THE SECOND PART

IN THE MATTERS OF TERMS AND CONDITIONS OF EMPLOYMENT OF ACADEMIC STAFF OF ALL PUBLIC UNIVERSITIES IN KENYA

JANUARY 2025

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PREAMBLE

WHEREAS by the terms of the Recognition Agreement signed between the Employer and the Union, the Employer having recognized the Union as properly constituted as the sole labour organization capable of representing the interest of Unionisable Academic Staff in all the Public Universities. The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of Members' of the Union as specified herein; and, on 28th October 2019, it was agreed inter-alia, that:-

The Rates of Pay; Job Evaluation; Retirement Age; Car Loans and Mortgate Schemes; Medical Benefits; Annual Leave; Promotions; Book Allowance; Housing Allowance; Professorial Allowance; Overall Salary Structure and any other terms that may be mutually agreed by the parties shall be negotiated and agreed upon between the Forum and the Union at the national level. It was further agreed in the 2021-2025 signed CBA between IPUCCF and UASU that the parties 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.

AND WHEREAS the Forum and the Union having met together in a free, fair and voluntary association have successfully concluded negotiations through the Joint Negotiating Committee (JNC).

The provisions of this Agreement or any part thereof, shall take precedence over any practices, policies or procedures which are inconsistent with its terms. Such inconsistent policies, terms of service, University Senate & University Management Board directives, resolutions and practices or procedures shall be null and void to that extent and subject to relevant about laws.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

1.0 INTERPRETATION

1.1 The interpretation of this Agreement

The interpretation of this Agreement or any part thereof shall be vested in the Joint Negotiating Committee of the Employer and the Union, subject to the right of adjudication by the Employment and Labour Relations Court.

1.2 Teaching/Research Grades

This Agreement shall apply to academic members of staff in the following Grades:
Grade 10A: Graduate Assistant/ Teaching Assistant/ Research Assistant
Grade 11A: Tutorial Fellow/Assistant Lecturer/Junior Research Fellow
Grade 12A: Lecturer/Research Fellow
Grade 13A: Senior Lecturer/Senior Research Fellow;
Grade 14A: Associate Professor/Associate Research Professor
Grade 15A: Professor/Research Professor

1.3 JOB EVALUATION (JE) GRADES

The Forum and the Union shall conduct a fully participatory and inclusive Job Evaluation exercises on a regular basis to establish the value of the jobs of all teaching members of staff and overall grading and salary structure.

SCHEDULE I: JOB EVALUATION (JE) GRADING (2025- 2029)

POSITION	CURRENT JE GRADE	PROPOSED JE GRADE
Professor/Research Professor	E2	E5
Associate Professor/Associate Research Professor	E1	E4
Senior Lecturer/Senior Research Fellow	D4	E3
Lecturer/Research Fellow	D2	E3
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	D1	E1
Graduate Assistant/Teaching Assistant /Research Assistant	C3	D5

2.0 BASIC SALARY AND SALARY STRUCTURE

2.1 Basic Salary

The basic monthly salaries, in Kenya Shillings, shall be paid to the staff members of the Union as provided in **SCHEDULE II.**

SCHEDULE II: BASIC SALARY STRUCTURE FOR ACADEMIC STAFF IN KENYA CBA (2025-2029)

Grade 10A	Band	Notch	Base	Year			
			2024-2025	2025-2026 Basic Salary Phase I (Kshs. p.m.) w.e.f. 1st July 2025	2026-2027 Basic Salary Phase II (Kshs. p.m.) w.e.f. 1st July 2026	2027-2028 Basic salary Phase III (Kshs.p.m.) w.e.f. 1st July 2027	2028-2029 Basic salary Phase IV (Kshs p.m.) w.e.f. 1st July 2028
Graduate Assistant/ Research Assistant	**D5**	1	**63,647**	68,739	74,239	80,179	86,594
		2	**66,194**	72,864	78,694	84,990	91,790
		3	**68,843**	77,236	83,415	90,089	97,297
		4	**71,596**	81,870	88,420	95,494	103,134
		5	**74,460**	86,783	93,726	101,225	109,323
		6	**77,439**	91,991	99,351	107,300	115,884
		7	**80,538**	97,510	105,311	113,736	122,835
		8	**83,759**	103,362	111,631	120,562	130,207
		9	**87,110**	109,564	118,330	127,797	138,021
		10	**90,594**	116,138	125,430	135,465	146,303
		11	**94,218**	123,108	132,957	143,594	155,082
		12	**97,988**	130,495	140,935	152,210	164,387
Grade 11A	**Band**	**Notch**	**Base**	**Year**			
Assistant Lecturer/ Tutorial Fellow/ Junior Research Fellow	**E1**		2024-2025	2025-2026 Basic Salary Phase I (Kshs. p.m.) w.e.f. 1st July 2025	2026-2027 Basic Salary Phase II (Kshs. p.m.) w.e.f. 1st July 2026	2027-2028 Basic salary Phase III (Kshs.p.m.) w.e.f. 1st July 2027	2028-2029 Basic salary Phase IV (Kshs p.m.) w.e.f. 1st July 2028
		1	**107,872**	116,502	125,823	135,889	146,761
		2	**112,187**	123,493	133,373	144,043	155,567
		3	**116,675**	130,903	141,376	152,687	164,902
		4	**121,344**	138,758	149,859	161,848	174,796
		5	**126,198**	147,084	158,851	171,560	185,285
		6	**131,246**	155,909	168,382	181,853	196,402
		7	**136,496**	165,264	178,486	192,765	208,187
		8	**141,956**	175,181	189,196	204,332	220,679
		9	**147,636**	185,692	200,548	216,592	233,920
		10	**153,542**	196,835	212,582	229,589	247,957
		11	**159,683**	208,646	225,338	243,366	262,836
		12	**166,072**	221,165	238,859	257,968	278,606

SCHEDULE II: BASIC SALARY STRUCTURE FOR ACADEMIC STAFF IN KENYA CBA (2025-2029)

Grade 12A	Band	Notch	Base	Year			
Lecturer/ Research Fellow	E2		2024-2025	2025-2026 Basic Salary Phase I (Kshs. p.m.) w.e.f. 1st July 2025	2026-2027 Basic Salary Phase II (Kshs. p.m.) w.e.f. 1st July 2026	2027-2028 Basic salary Phase III (Kshs.p.m.) w.e.f. 1st July 2027	2028-2029 Basic salary Phase IV (Kshs p.m.) w.e.f. 1st July 2028
		1	**121,928**	131,683	142,218	153,596	165,884
		2	**126,805**	139,584	150,751	162,812	175,837
		3	**131,877**	147,959	159,796	172,580	186,387
		4	**137,154**	156,837	169,384	182,935	197,570
		5	**142,640**	166,248	179,548	193,912	209,425
		6	**148,347**	176,223	190,321	205,547	221,991
		7	**154,281**	186,797	201,741	217,881	235,312
		8	**160,453**	198,006	213,847	230,955	249,432
		9	**166,872**	209,887	226,678	244,813	264,399
		10	**173,548**	222,480	240,279	259,502	280,263
		11	**180,490**	235,829	254,696	275,072	297,078
		12	**187,710**	249,979	269,978	291,577	314,904
Grade 13A	**Band**	**Notch**	**Base**	**Year**			
Senior Lecturer/ Senior Research Fellow	E3		2024-2025	2025-2026 Basic Salary Phase I (Kshs. p.m.) w.e.f. 1st July 2025	2026-2027 Basic Salary Phase II (Kshs. p.m.) w.e.f. 1st July 2026	2027-2028 Basic salary Phase III (Kshs.p.m.) w.e.f. 1st July 2027	2028-2029 Basic salary Phase IV (Kshs p.m.) w.e.f. 1st July 2028
		1	**154,739**	167,119	180,489	194,929	210,524
		2	**160,929**	177,146	191,318	206,624	223,154
		3	**167,367**	187,776	202,799	219,023	236,545
		4	**174,063**	199,042	214,966	232,164	250,738
		5	**181,025**	210,985	227,864	246,094	265,782
		6	**188,267**	223,645	241,537	260,860	281,729
		7	**195,798**	237,064	256,030	276,513	298,635
		8	**203,631**	251,288	271,392	293,104	316,553
		9	**211,776**	266,366	287,676	310,691	335,547
		10	**220,247**	282,349	304,937	329,332	355,679
		11	**229,057**	299,291	323,235	349,094	377,022
		12	**238,221**	317,249	342,629	370,040	399,644

SCHEDULE II: BASIC SALARY STRUCTURE FOR ACADEMIC STAFF IN KENYA CBA (2025-2029)

Grade 14A	Band	Notch	Base	Year			
Associate Professor	E4		2024-2025	2025-2026 Basic Salary Phase I (Kshs. p.m.) w.e.f. 1st July 2025	2026-2027 Basic Salary Phase II (Kshs. p.m.) w.e.f. 1st July 2026	2027-2028 Basic salary Phase III (Kshs.p.m.)w .e.f. 1st July 2027	2028-2029 Basic salary Phase IV (Kshs p.m.) w.e.f. 1st July 2028
		1	**193,182**	208,637	225,328	243,355	262,824
		2	**200,911**	221,155	238,848	257,956	278,593
		3	**208,947**	234,425	253,179	273,434	295,309
		4	**217,306**	248,491	268,371	289,841	313,029
		5	**226,000**	263,402	284,475	307,233	331,812
		6	**235,040**	279,206	301,543	325,667	351,721
		7	**244,442**	295,959	319,636	345,207	372,824
		8	**254,220**	313,718	338,816	365,922	395,196
		9	**264,389**	332,541	359,145	387,877	418,908
		10	**274,965**	352,494	380,694	411,150	444,042
		11	**285,965**	373,644	403,536	435,819	470,685
		12	**297,403**	396,062	427,747	461,967	498,925
Grade 15A	**Band**	**Notch**	**Base**	**Year**			
Professor	**E5**		**2024-2025**	**2025-2026 Basic Salary Phase I (Kshs. p.m.) w.e.f. 1st July 2025**	**2026-2027 Basic Salary Phase II (Kshs. p.m.) w.e.f. 1st July 2026**	**2027-2028 Basic salary Phase III (Kshs.p.m.) w.e.f. 1st July 2027**	**2028-2029 Basic salary Phase IV (Kshs p.m.) w.e.f. 1st July 2028**
		1	**224,631**	242,602	262,011	282,972	305,610
		2	**233,616**	257,158	277,731	299,950	323,946
		3	**242,962**	272,588	294,396	317,948	343,384
		4	**252,680**	288,944	312,060	337,025	363,987
		5	**262,789**	306,281	330,784	357,247	385,827
		6	**273,301**	324,658	350,631	378,682	408,977
		7	**284,233**	344,138	371,670	401,404	433,517
		8	**295,604**	364,787	393,970	425,488	459,528
		9	**307,428**	386,674	417,608	451,017	487,099
		10	**319,725**	409,875	442,665	478,079	516,326
		11	**332,515**	434,467	469,225	506,763	547,305
		12	**345,816**	460,536	497,379	537,170	580,144

2.2 Annual Increment

Annual increments shall be awarded across the grades for the period from 1st July 2025 up to 30th June 2029 at an average rate of 6% of Basic Salary subject to respective salary grade ceiling.

2.3 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.

3.0 HOUSING ALLOWANCE

The house allowances, in Kenya Shillings, shall be paid to the staff members of the Union as provided in the **SCHEDULE III**.

SCHEDULE III: HOUSING ALLOWANCE (KSHS. /MONTH)

Designation	Current Rates (2021-2025)	Proposed Rates (2025-2029)
Professor/Research Professor	73,715	116,028
Associate Professor/Associate Research Professor	66,344	104,426
Senior Lecturer/Senior Research Fellow	58,972	92,822
Lecturer/Research Fellow	55,286	87,020
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	51,601	81,220
Graduate Assistant/Teaching Assistant /Research Assistant	35,383	55,692

4.0 COMMUTER ALLOWANCE

Car and Commuter Allowance shall be paid monthly to teaching members of staff at the rates indicated in **SCHEDULE IV.**

SCHEDULE IV: COMMUTER ALLOWANCE

Designation	Current Commuter Allowance (KSh. p.m)	Proposed Commuter Allowance (KSh. p.m)
Professor/Research Professor	50,000	60,000
Associate Professor/Associate Research Professor	40,000	60,000
Senior Lecturer/Senior Research Fellow	32,000	60,000
Lecturer/Research Fellow	24,000	60,000
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	20,000	60,000
Graduate Assistant/Teaching Assistant /Research Assistant	20,000	60,000
Part timers	15,000	20,000

5.0 PROFESSORIAL ALLOWANCE

Professorial allowance shall be paid monthly to teaching members of staff at the rates indicated in **SCHEDULE V.**

SCHEDULE V: PROFESSORIAL ALLOWANCE

Designation	Current Professorial Allowance (KSh./Month)	Professorial Allowance (KSh./Month)
Professor/Research Professor	50,000	80,000
Associate Professor/Associate Research Profeesor	25,000	60,000

6.0 BOOK AND ICT ALLOWANCE

Book and ICT allowance shall be paid annually to teaching members of staff at the rates indicated in **SCHEDULE VI.**

SCHEDULE VI: BOOK AND ICT ALLOWANCE

Designation	Current Book & ICT Allowance (KSh. p.a)	Proposed Book & ICT Allowance (KSh. p.a)
Professor/Research Professor	60,000	90,000
Associate Professor/Associate Research Professor	60,000	90,000
Senior Lecturer/Senior Research Fellow	48,000	80,000
Lecturer/Research Fellow	40,000	70,000
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	35,000	65,000
Graduate Assistant/Teaching Assistant /Research Assistant	35,000	65,000

7.0 ANNUAL LEAVE ALLOWANCE

Annual Leave Allowance shall be paid annually to teaching members of staff at the rates indicated in **SCHEDULE VII.**

SCHEDULE VII: ANNUAL LEAVE ALLOWANCE

Designation	Current Annual Leave Allowance (KSh. p.a)	Proposed Annual Leave Allowance (KSh. p.a)
Professor/Research Professor	50,000	70,000
Associate Professor/Associate Research Professor	50,000	70,000
Senior Lecturer/Senior Research Fellow	40,000	60,000
Lecturer/Research Fellow	40,000	60,000
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	30,000	50,000
Graduate Assistant/Teaching Assistant /Research Assistant	30,000	50,000

8.0 NON-PRACTICE ALLOWANCE

Non-practice Allowance shall be paid monthly to teaching members of staff who are registered professionals in any field. The allowances shall be paid as guided by government or regulatory circulars or as indicated in **SCHEDULE VIII,** whichever is higher.

SCHEDULE VIII: NON-PRACTICE ALLOWANCE

Designation	Current Non-practice Allowance (KSh. p.m)	Proposed Non-practice Allowance (KSh. p.m)
Professor/Research Professor	50,000	80,000
Associate Professor/Associate Research Professor	50,000	80,000
Senior Lecturer/Senior Research Fellow	50,000	80,000
Lecturer/Research Fellow	50,000	80,000
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	50,000	80,000
Graduate Assistant/Teaching Assistant /Research Assistant	50,000	80,000

9.0 RISK ALLOWANCE

Risk Allowance shall be paid monthly to teaching members of staff who are exposed to various risks and hazards that could negatively impact their health over time. The allowances shall be paid as guided by government or regulatory circulars or as indicated in **SCHEDULE IX,** whichever is higher. The beneficiaries shall include staff working in laboratories and workshops in the following fields - medicine and veterinary, nursing and public health, agriculture, wildlife, environmental, forestry and natural resources; engineering and technology, botany and zoology, physics, chemistry, biochemistry, biotechnology, microbiology, computer and ICT, hospitality, nutrition and dietetics.

SCHEDULE IX: RISK ALLOWANCE

Designation	Current Risk Allowance (KSh. p.m)	Proposed Risk Allowance (KSh. p.m)
Professor/Research Professor	15,000	30,000
Associate Professor/Associate Research Professor	15,000	30,000
Senior Lecturer/Senior Research Fellow	10,000	30,000
Lecturer/Research Fellow	10,000	30,000
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	8,000	30,000
Graduate Assistant/Teaching Assistant /Research Assistant	5,000	30,000

10.0 EXTRANEOUS ALLOWANCE

Extraneous Allowance shall be paid monthly to teaching members of staff who work long hours, have extra responsibilites or are exposed to physical or mental stress at the rates indicated in **SCHEDULE X.** The beneficiaries shall include teaching staff working in the following areas – medicine, nursing, dentistry, pharmacy as well as teaching staff in administrative positions.

SCHEDULE X: EXTRANEOUS ALLOWANCE

Designation	Current Extraneous Allowance (KSh. p.m)	Proposed Extraneous Allowance (KSh. p.m)
Deans, Director	30,000	50,000
CoD, Timetablers	30,000	45,000
Examination Coordinators	30,000	40,000
Professor	30,000	50,000
Associate Professor	30,000	45,000
Senior Lecturer/Senior Research Fellow	30,000	40,000
Lecturer/Research Fellow	30,000	35,000
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	30,000	30,000
Graduate Assistant/Research Assistant	30,000	30,000

11.0 DAILY SUBSISTENCE ALLOWANCE (DSA) AND DAY TRIP ALLOWANCE

Daily Subsistence Allowance shall be paid to facilitate teaching members of staff to attend to official assignments away from their local duty stations within the country at the rates indicated in **SCHEDULE XI.** A day trip allowance shall be paid to a member of staff who on official assignment away from their duty station but are not required to spend a night away from permanent duty station.

SCHEDULE XI: DAILY SUBSISTENCE ALLOWANCE AND DAY TRIP ALLOWANCE (LOCAL TRAVEL)

Designation	DSA Local Travel (KSh. p.d) More than 50 km	Day Trip Allowance at 60% of DSA (KSh. p.d) Less than 50 km
Professor/Research Professor	16,800	10,080
Associate Professor/Associate Research Professor	14,000	8,400
Senior Lecturer/Senior Research Fellow	14,000	8,400
Lecturer/Research Fellow	14,000	8,400
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	11,200	6,720
Graduate Assistant/Teaching Assistant /Research Assistant	11,200	6,720

(a) DSA outside the country shall be paid in accordance to applicable SRC recommended rates. In addition, the employer shall facilitate the member to secure:
   (i) Economy class airfare
   (ii) Travel insurance
   (iii) Visa expenses
   (iv) Vaccination
   (v) Airport tax
   (vi) Airport transfer/stop-over
   (vii) Cost of Taxis

12.0 HARDSHIP ALLOWANCE

Hardship Allowance shall be paid monthly to teaching members of staff who are deployed in designated hardship areas at the SRC recommended rates indicated in **SCHEDULE XII.**

SCHEDULE XII: HARDSHIP ALLOWANCE

Designation	**Hardship Allowance (KSh. p.m)**
Professor/Research Professor	60,000
Associate Professor/Associate Research Professor	45,000
Senior Lecturer/Senior Research Fellow	45,000
Lecturer/Research Fellow	38,100
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	31,500
Graduate Assistant/Teaching Assistant /Research Assistant	27,300

13.0 ACTING/SPECIAL DUTY ALLOWANCE

Acting/Special Duty Allowance shall be paid monthly to teaching members of staff who are assigned extra duties and responsibilites at the rate of 20% of their basic salary. The following positions or their equivalents shall attract acting/special duty allowance as per **SCHEDULE XIII:**

SCHEDULE XIII: POSITIONS

Designation	**Acting/Special Responsibility Allowance (KSh. p.m)**
Dean/Director	20% Basic Salary
Postgraduate Coordinator/Teaching Practice Coordinator/Industrial Liason Officer	20% Basic Salary
Chairman/Head of Department	20% Basic Salary
University Timetabling Officer	20% Basic Salary
Faculty/School/Departmental Timetabling Officer	20% Basic Salary
Class Advisor/student mentor/wardens/ombudsman	20% Basic Salary
University Examination Officer	20% Basic Salary
Faculty/School/Departmental Examination Officer	20% Basic Salary
Seminar Coordinator/Internal Attachment Coordinator	20% Basic Salary
Programme Coordinator	20% Basic Salary

14.0 RESPONSIBILITY/MANAGEMENT ALLOWANCE

Responsibility/Management Allowance shall be paid monthly to teaching members of staff who are assigned extra duties and responsibilites at the following rates:

SCHEDULE XIV: RESPONSIBILITY/MANAGEMENT ALLOWANCE

Designation	Current Responsibility/ management Allowance (KSh. p.m)	Proposed Responsibility/ management Allowance (KSh. p.m)
Dean/Director/ Ombudsman	75,000	100,000
Postgraduate Coordinator/Teaching Practice Coordinator/Industrial Liason Officer	10,000	20,000
Chairman/Head of Department/associate dean/deputy directors	30,000	50,000
University Timetabling Officer	7,000	50,000
Faculty/School/Departmental Timetabling Officer	9,000	20,000
Class advisor/Student mentor/Wardens	10,000	20,000
University Examination Officer	9,000	20,000
Faculty/School/Departmental Examination Officer	9,000	20,000
Seminar Coordinator/Internal Attachment Coordinator	9,000	20,000
Programme Coordinator	9,000	20,000

15.0 ENTERTAINMENT ALLOWANCE

Entertainment Allowance shall be paid monthly to teaching members of staff who are assigned extra duties and responsibilites at the following rates:

SCHEDULE XV: ENTERTAINMENT ALLOWANCE

Designation	Obtaining entertainment Allowance (KSh. p.m)	Proposed entertainment Allowance (KSh. p.m)
Dean/Director/ Ombudsman	20,000	30,000
Postgraduate Coordinator/Teaching Practice Coordinator/Industrial Liason Officer	10,000	15,000
Chairman/Head of Department	14,000	20,000
University Timetabling Officer	7,000	15,000
Faculty/School/Departmental Timetabling Officer	9,000	12,000
Class advisor/Student mentor/Wardens	10,000	15,000
University Examination Officer	10,000	15,000
Faculty/School/Departmental Examination Officer	9,000	12,000
Seminar Coordinator/Internal Attachment Coordinator	9,000	12,000
Programme Coordinator	4,000	7,000

16.0 COMMUNICATION FACILITATION ALLOWANCE

Communication Facilitation Allowance shall be paid to teaching members of staff to facilitate communication while performing special responsibilities e.g as director, dean, cod, coordinator, etc or while discharging duties like assessment of students on industrial attachment or teaching practice at the rates indicated in **SCHEDULE XVI.**

SCHEDULE XVI: COMMUNICATION FACILITATION ALLOWANCE

Designation	Current Communication Facilitation Allowance (KSh. p.m/p.d)	Proposed Communication Facilitation Allowance (KSh. p.m/p.d)
Dean/Director	7,000 p.m	10,000 p.m
Postgraduate Coordinator/Teaching Practice Coordinator/Industrial Liason Officer	6,000 p.m	8,000 p.m
Chairman/Head of Department	6,000 p.m	8,000 p.m
University Timetabling Officer	5,000 p.m	7,000 p.m
Faculty/School/Departmental Timetabling Officer	4,000 p.m	6,000 p.m
Class Advisor/student mentor/wardens/ombudsman	3,000 p.m	5,000 p.m
University Examination Officer	5,000 p.m	7,000 p.m
Faculty/School/Departmental Examination Officer	4,000 p.m	6,000 p.m
Seminar Coordinator/Internal Attachment Coordinator	4,000 p.m	6,000 p.m
Programme Coordinator	3,000 p.m	5,000 p.m
Professor	500 p.d	1,000 p.d
Associate Professor	500 p.d	1,000 p.d
Senior Lecturer/Senior Research Fellow	500 p.d	1,000 p.d
Lecturer/Research Fellow	500 p.d	1,000 p.d
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	500 p.d	1,000 p.d
Graduate Assistant/Research Assistant	500 p.d	1,000 p.d

17.0 TRANSPORT CLAIM / MILEAGE ALLOWANCE

Transport Claim shall be paid to teaching members of staff who are not provided with an official vehicle for use where necessary while performing official duties as per the Automobile Association (AA) rates.

SCHEDULE XVII: TRANSPORT CLAIM/MILEAGE ALLOWANCE

Designation	Transport Claim (KSh.)
Professor/Research Professor	Automobile Association (AA) of Kenya current rates shall apply
Associate Professor/Associate Research Professor	
Senior Lecturer/Senior Research Fellow	
Lecturer/Research Fellow	
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	
Graduate Assistant/Teaching Assistant /Research Assistant	

18.0 PASSAGE AND BAGGAGE ALLOWANCE

Passage and Baggage Allowance shall be paid to teaching members on first appointment or on termination of appointment or on death at the rates indicated in **SCHEDULE XVIII.**

SCHEDULE XVIII: Passage and Baggage Allowance

Designation	Current Passage and Baggage Allowance (KSh.)	Passage and Baggage Allowance (KSh.)
Professor/Research Professor	42,500	70,000
Associate Professor/Associate Research Professor	42,500	70,000
Senior Lecturer/Senior Research Fellow	34,000	50,000
Lecturer/Research Fellow	34,000	50,000
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	27,000	40,000
Graduate Assistant/Teaching Assistant /Research Assistant	21,000	30,000

19.0 PERSONAL GUIDE ALLOWANCE

Personal Guide Allowance shall be paid to a teaching member of staff who is abled differently and requires a personal guide at the rates indicated in **SCHEDULE XIX.**

SCHEDULE XIX: PERSONAL GUIDE ALLOWANCE

Designation	Current Personal Guide Allowance (KSh. p.m)	Proposed Personal Guide Allowance (KSh. p.m)
Professor/Research Professor	20,000	70,000
Associate Professor/Associate Research Professor		
Senior Lecturer/Senior Research Fellow		
Lecturer/Research Fellow		
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow		
Graduate Assistant/Teaching Assistant /Research Assistant		

20.0 HONORARIA

Honoraria shall be paid to teaching members of staff at the rates indicated in **SCHEDULE XX.**

SCHEDULE XX: HONORARIA

Position/Category	Current rates (KSh.)	Proposed rates (KSh.)
Innovation/patent honoraria (KSh. Per innovation/patent)	40% percent of the value of the patent/innovation	50% percent of the value of the patent/innovation
Publication	20,000 per article in peer reviewed journal	30,000 per article in peer reviewed journal
Programme/Module development honoraria (KSh. Per Programme/module)	120,000	200,000
Postgraduate supervision honoraria (KSh. Per student)	90,000 (PhD) 50,000 (MASTERS)	120,000 (PhD) 80,000 (MASTERS)
Postgraduate Thesis Examination honoraria (KSh. Per Thesis)	20,000 (PhD) 10,000 (MASTERS)	50,000 (PhD) 40,000 (MASTERS)
Attraction of external research grants, funds and faccilities/ Equipments	15% of the value shared equally	20% of the value shared equally
Setting examination	2,000 per unit	5,000 per unit
Marking exam Scripts Honoraria (KSh. Per Script)	50 per script	100 per script
Examination invigilation	5,000 per session	7,000 per session
Special occasions and Ceremonies, Standing and Adhoc committees	20,000 per task	40,000 per task
Consultancy	90% of the value	90% of the value
Community service/outreach	20,000 p.a	50,000 p.a

21.0 RELOCATION/TRANSFER/DISTURBANCE ALLOWANCE

A non-accountable Relocation Allowance shall be paid to teaching members of staff at least seven (7) days prior to departure at the rates indicated in **SCHEDULE XXI.**

SCHEDULE XXI: RELOCATION ALLOWANCE

Designation	Relocation Allowance (KSh.)
Professor/Research Professor	• Accommodation at the rate of thirty (30) nights multiplied by subsistence allowance • One month's current basic salary • Non accountable passage and baggage allowance
Associate Professor/Associate Research Professor	
Senior Lecturer/Senior Research Fellow	
Lecturer/Research Fellow	
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	
Graduate Assistant/Teaching Assistant /Research Assistant	

22.0 INTERNET/CONNECTIVITY SERVICE ALLOWANCE

Internet/connectivity Service Allowance shall be paid to teaching members of staff at the rates indicated in **SCHEDULE XXII.**

SCHEDULE XXII: INTERNET/CONNECTIVITY SERVICE ALLOWANCE

Designation	**Internet/Connectivity Service Allowance (KSh. p.m)**
Professor/Research Professor	10,000
Associate Professor/Associate Research Professor	
Senior Lecturer/Senior Research Fellow	
Lecturer/Research Fellow	
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	
Graduate Assistant/Teaching Assistant /Research Assistant	

23.0 PENSION CONTRIBUTION AND GRATUITY

The employer shall operate a contributory pension scheme which all members appointed on permanent and pensionable terms shall be required to join as per the provisions of the Retirement and Benefits Act and obtaining labor laws. Additionally, the employer shall pay members appointed on contractual terms gratuity as provided by obtaining laws at the end of their contracts. The contribution rates for both pension and gratuity shall be as follows:

SCHEDULE XX1I1: PENSION CONTRIBUTIONS & GRATUITY

Contributor	**Percentage contribution (%/Month)**
Employee	10%
Employer	20%
Gratuity (employer)	31%

24.0 DEMISE IN SERVICE

24.1 Death of member of staff

The family of a member of the academic staff serving on Permanent and Pensionable or Contract Terms who dies while in service shall be paid death benefits in accordance with the Pension Scheme Rules and provisions. The family shall also be paid ninety-six (96) months gross salary as per group life insurance policy.

In addition, the employer shall meet the following expenses:

(i) Three (3) months gross salary in the case of a member with more than two years' service.
(ii) Two (2) months gross salary in the case of a member with more than one year but less than two years' service.
(iii) One month's gross salary in the case of a member with less than one year's service.
(iv) Eighty thousand shillings (Kshs. 80,000/=) towards purchase of a coffin

(v) Embalmment and Mortuary fees for up to twenty-one (21) days.
(vi) The cost of one ½ page death announcement in a daily newspaper of national circulation.
(vii) Appropriate transport for the deceased and legal dependents to the defined "Home".
(viii) Transport for colleagues, students and administration to the place of burial by means of at least a 60-seater bus.
(ix) Where death occurs outside Kenya, the university shall provide appropriate transport from where the deceased body lies to the burial place.
(x) Transport of personal effects of the deceased to the defined home/burial place upon request by the immediate family or pay Fifty thousand (Kshs 50,000/=) to offset such expenses whichever is cheaper to the university.

24.2 Death of Dependent

Where the dependent of a member of the academic staff serving on Permanent and Pensionable or Contract Terms dies, the employer shall meet the following expenses:

(i) The last respect as per the medical insurance scheme provision
(ii) Eighty thousand shillings (Kshs. 80,000/=) towards purchase of a coffin
(iii) Embalment and Mortuary fees for up to twenty-one (21) days.
(iv) The cost of one ¼ page death announcement in a daily newspaper of national circulation.
(v) Appropriate transport for the deceased and the family to the defined "Home".
(vi) Transport for colleagues, students and administration to the place of burial by means of at least a 60-seater bus.
(vii) Where death occurs outside Kenya, the university shall provide appropriate transport from where the deceased body lies to the burial place.

25.0 RESEARCH FUND

In accordance with the Science, Technology and Innovation Act (STIA), The government of Kenya shall allocate 2% of the GDP in every financial year towards funding research and innovation. Sixty percent (60%) of the fund shall go towards funding research and innovation in public universities and their constituent colleges in Kenya.
The Universities and Constituent Colleges shall budget for research funds to be factored annually in the ministry of education sector budget.
The research funds shall be distributed to academic staff to conduct research as per **SCHEDULE XXIV.**

The fund shall be available to all members of academic staff in Kenyan public universities for purposes of undertaking research.

The fund shall be in two (2) categories:

I. Open to all senior academic staff to cover a significant part of their research.
II. Open to junior or upcoming researchers (it can be a postgraduate student) to cover their research work.

The allocation shall be at the following rates annually:

SCHEDULE XXIV: RESEARCH FUND

Designation	Research Fund (KSh./year)
Professor/Research Professor	5,000,000
Associate Professor/Associate Research Professor	5,000,000
Senior Lecturer/Senior Research Fellow	4,000,000
Lecturer/Research Fellow	4,000,000
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow	3,000,000
Graduate Assistant/Teaching Assistant /Research Assistant	2,000,000

26.0 READING ALLOWANCE

Reading Allowance shall be paid to teaching members of staff assigned responsibility of reading texts to visually impaired and debrailling at the rates indicated in **SCHEDULE XXV.**

SCHEDULE XXV: READING ALLOWANCE

Designation	Current ReadingAllowance (KSh./month)	Proposed ReadingAllowance (KSh./month)
Professor/Research Professor	26,000	50,000
Associate Professor/Associate Research Professor		
Senior Lecturer/Senior Research Fellow		
Lecturer/Research Fellow		
Assistant Lecturer/Tutorial Fellow/ Junior Research Fellow		
Graduate Assistant/Teaching Assistant /Research Assistant		

27.0 WATER AND ELECTRICITY ALLOWANCE

Water and Electricity Allowance shall be paid to teaching members of staff performing special responsibilities e.g Directors, Deans, CoDs, Coordinators, etc at the rates indicated in **SCHEDULE XXVI.**

SCHEDULE XXVI: WATER AND ELECTRICITY ALLOWANCE

Designation	Current Responsibility/ management Allowance (KSh. p.m)	Proposed esponsibility/ management Allowance (KSh. p.m)
Dean/Director/ Ombudsman	10,000	15,000
Postgraduate Coordinator/Teaching Practice Coordinator/Industrial Liason Officer	5,000	7,500
Chairman/Head of Department/associate dean/deputy directors	7,500	10,000
University Timetabling Officer	5,000	7,500
Faculty/School/Departmental Timetabling Officer	3,000	5,000
Class advisor/Student mentor/Wardens	5,000	7,500
University Examination Officer	3,000	5,000
Faculty/School/Departmental Examination Officer	3,000	5,000
Seminar Coordinator/Internal Attachment Coordinator	3,000	5,000
Programme Coordinator	3,000	5,000

28.0 PART TIME TEACHING RATES

Part time teaching payments shall be paid to teaching members of staff at the rates indicated in **SCHEDULE XXVII.**

SCHEDULE XXVII: Part Time Teaching Rates

Category	Current Part Time Teaching Rates (KSh./Hour)	Proposed Part Time Teaching Rates (KSh./Hour)
PhD	3,500	5,000
Masters	3,000	4,000
Postgraduate Diploma	3,000	4,000
Postgraduate Certificate	2,500	3,000
Undergraduate	2,500	3,000
Diploma	2,000	2,500
Certificate	1,000	1,500
Short Courses	65% of revenue to be shared by facilitators	80% of revenue to be shared by facilitators

29.0 DOMESTIC SERVANT ALLOWANCE

Domestic Servant Allowance shall be paid to teaching members of staff performing special responsibilities e.g Directors, Deans, CoDs, Coordinators, etc at the rates indicated in **SCHEDULE XXVIII.**

SCHEDULE XXVIII: DOMESTIC SERVANT ALLOWANCE

Designation	Current Domestic Servant Allowance (KSh. p.m)	Proposed Domestic Servant Allowance (KSh. p.m)
Dean/Director/ Ombudsman	5,000	15,000
Chairman/Head of Department/associate dean/deputy directors	3,500	12,000

30.0 PROFESSIONAL ASSOCIATIONS AND CONFERENCES

30.1 MEMBERSHIP TO PROFESSIONAL ASSOCIATIONS

All teaching members of staff shall be facilitated for the registration and annual subscription of at least one (1) international and one (1) local professional association.

30.2 ATTENDANCE AND PARTICIPATION IN CONFERENCES / WORKSHOPS / SYMPOSIA / SEMINARS / TRAINING

The employer shall adequately facilitate members of academic staff to attend at least one international and one local conference, workshop, symposia, seminar or training per year. The facilitation shall cover participation/registration fee, return airfare, taxi/local travel, accommodation/subsistence, meals, cost of vaccination, among others.

31.0 TERMINATION OF APPOINTMENT

31.1 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 14 and 15 *six (6) months*

Grades 11 to 13 *three (3) month*

Grade 10 – one (1) month

Staff on probation and contracts of less than three (3) years – one (1) month

(b) Where an employee is transferring to another government institution, the employee shall give a one (1) month notice regardless of the grade.

(c) The Employer may, under special circumstances waive the whole or in part, the period of notice for an employee.

(d) The notice of termination shall be copied to the Union and shall clearly state the reasons for such termination.

(e) Upon retirement, resignation, or leaving the service of the Employer, an

employee shall be issued with a Certificate of Service, the design and content of which shall be agreed between the Employer and Union, stating *inter-alia* the tenure and duties performed by the employee, during his/her employment.

(f) Such termination shall not be used for disciplinary cases.

31.2 Termination on medical grounds

If a member of staff is prevented by illness from carrying out his/her duties, the Council shall appoint a medical board to examine him/her. After considering the medical board report the Council shall have power to terminate the appointment on medical ground if it deems fit and to prescribe the terms and conditions of such termination. Termination of appointment on the basis of a medical board report shall not be made until twelve (12) months after which shall be subjected to another review by a board constituted by the Kenya Medical Practitioners and Dentist Council (KMPDC) before termination. However, should the employee recover within the twelve (12) months period, he/she shall be reinstated unconditionally.

31.3 Redundancy

The employer shall not terminate a contract of service on account of redundancy unless the employer complies with the following conditions as per the provisions of the Employment Act, 2007: -

(a) The employer shall notify the Union and the labour officer in charge of the area where the employee is employed of the reasons for, and the extent of, the intended redundancy not less than a month prior to the date of the intended date of termination on account of redundancy;
(b) The employer shall, in the selection of employees to be declared redundant have due regard to seniority in time and to the skill, ability and reliability of each employee of the particular class of employees affected by the redundancy;
(c) Where there is in existence a collective agreement between the employer and trade union setting out terminal benefits payable upon redundancy; the employer shall not place the employee at a disadvantage for being or not being a member of the trade union;
(d) The employer shall where leave is due to an employee who is declared redundant, pay off the leave in cash;
(e) The employer shall pay an employee declared redundant not less than one month's notice or one month's wages in lieu of notice in this CBA;
(f) The employer shall pay to an employee declared redundant severance pay at the rate of sixty (60) days' pay for each completed year of service.
(g) Subsection (a) above shall not apply where an employee's services are terminated on account of insolvency as defined in Part (ix) of the Employment Act 2007 in which case that part shall be applicable.

The Minister for labour may make rules requiring an employer employing a certain minimum number of employees or any group of employers to insure their employees against the risk of redundancy through an unemployment insurance scheme operated either under an established national insurance scheme established under written law or by any firm underwriting insurance business to be approved by the Minister.

32.0 RETIREMENT

a) Mandatory retirement age for Grade10A Graduate Assistant, Grade 11A Tutorial Fellow/Assistant Lecturer, Junior Research Fellow, shall be 70 years whereas Grade 12A Lecturer/Research Fellow, Grade 13A Senior Lecturer/Senior Research Fellow, Grade 14A Associate Professor/Associate Research Professor, Grade 15A Professor/Research Professor, shall be 74 years.
b) Voluntary retirement age shall be 50 years. An employee who is a member of retirement benefits scheme and opts to retire under the 50 – years rule will be eligible for benefits under the pension scheme.
c) A member of academic staff who reaches the retirement age shall be required to cease duty on 30th June of the subsequent year.
d) There shall be one (1) year retirement notice by University before the retirement date provided that issuance of the notice does not negate clause (b) above.
e) A retired member of academic staff shall be eligible for a post-retirement contract of two years renewable.
f) Upon retirement the employee shall be paid all dues payable to him/her by the employer.
g) A member of academic staff who is incapacitated may be retired as per university terms of service.

33.0 REVIEWS AND PROMOTIONS

a) Universities and their constituent colleges shall budget for reviews and promotions of academic staff to be factored annually in the ministry of education sector budget.
b) Upon signing of this collective bargaining agreement, all Tutorial Fellows in service at all public universities and constituent colleges shall automatically convert to Assistant Lecturers on permanent and pensionable terms.
c) Any Tutorial Fellow recruited under this bargaining agreement shall serve for a period of four years renewabe once.
d) IPUCCF and UASU shall jointly develop a uniform recruitment and promotion criteria for all public universities.
e) Promotion for members of Academic staff shall follow the criteria set out by the university scheme of service or career progression guidelines as jointly developed and reviewed by the employer and the Union.
f) Promotions shall always be based on merit with emphasis on academic and professional qualifications, relevant experience and length of service of three (3) years.
g) The employer shall accord equal opportunities to all members of academic staff regardless of race, tribe, colour, creed, religion, gender, political affiliations, disability or medical status.
h) No member of academic staff shall be discriminated in reviews and promotions process on the basis of their participation in union activities.
i) The employer shall eliminate discrimination in training, promotion, terms and conditions of employment.

j) Staff on leave of absence, special leave, unpaid leave and on secondment to administrative positions within the University and who have met minimum requirement for promotion to the next grade shall be eligible to apply and be considered for promotion.
k) The employer shall at all times observe gender and regional balance in employment, appointments and duty allocation and endeavour to remain an equal opportunity employer.
l) The employer shall fully support all laws intended to protect and safeguard the rights and opportunities of each member of academic staff to work in an environment free from any form of discrimination or harassment.
m) Graduate Assistants and Tutorial Fellows/Assistant Lecturers who acquire masters or doctoral degrees respectively shall be automatically promoted effective from the date of graduation.
n) A Graduate Assistant who acquires a Master's Degree while in service shall automatically be placed in Grade 11A notch five (5) salary on promotion.
o) A Tutorial Fellow/Assistant Lecturer who acquires a PhD while in service shall be given four incremental credits within the current grade (11A) to establish equivalent notch in grade 12A and then awarded another two increment credits within the promotional (grade 12A).
p) Progression from one academic rank/promotion to another shall be rewarded by awarding four annual increments the current grade to establish equivalent notch in the promotional grade, and then awarded another two increment credits within the promotional grade.
q) A member of academic staff who acquires a post-doctoral qualification while in service shall be awarded two (2) incremental notches within the grade.
r) Member of staff in grade 11A or 12A who has reached the maximum of his/her salary scale and attains a PhD shall be given four salary increments but the salary in the next scale shall be personal to self and will not earn annual increments unless he/she is promoted thereto.
s) The Employer shall conduct internal reviews for promotions at least twice every year using the timetable in **SCHEDULE XXIX**:

SCHEDULE XXIX: REVIEWS AND PROMOTIONS TIMETABLE

Reviews	**Applications**	**Interviews**	**Appeals**
First set of Reviews	January-March	April	May
Second set of Reviews	July-September	October	November

t) Promotions shall be conducted by the Promotions and Appraisal Committee that shall include at least three (3) Union officials and shall adhere to the following:
    a) The reviews shall be conducted professionally, with dignity and integrity.
    b) The employer shall communicate the results of the reviews (whether successful or unsuccessful) to the member of academic staff, not more than seven (7) days from the date the reviews are conducted.

34.0 ACADEMIC FREEDOM WITH RESPONSIBILITY

The employer affirms the principles of academic freedom and responsibility, which are rooted in a conception of the university as a community of scholars united in the pursuit of truth and wisdom in an atmosphere of tolerance and freedom. In particular, the employer shall promote the following principles of academic freedom within the University:

a) The freedom to teach, learn, and inquire
b) The freedom to carry out research and publish the results
c) Freedom to explore all avenues of scholarship, research and creative expression and to publish the results of such work
d) The freedom to express opinions about the academic institution or system
e) The freedom to participate in professional or representative academic bodies
f) The freedom to engage in social and political criticism
g) To communicate as an individual without institutional censorship and within the provisions of the Constitution of Kenya, 2010.
h) Neither the employer nor the employee shall subject the other to abuse, threats, intimidation, bullying and/or discrimination.
i) Union officials and academic members of staff shall be granted access and copies of university charter, statutes, appointment and promotion criteria, financial documents, personal files, minutes of meetings, all internal and external correspondences among others as and when required.

35.0 APPOINTIVE AND ELECTIVE POSITIONS FOR ACADEMIC STAFF

35.1 ELECTIONS OF DEANS OF SCHOOLS/FACULTY

The Dean of Schools/Faculty and Directors of academic institutes or directorates shall be elected through secret ballot by the respective teaching staff of each school. The dean/director shall be a senior lecturer grade and above. In exceptional circumstances where a school/directorate/institute does not have a member who meets the requirements as stated above, a Lecturer shall be eligible to contest.

The Dean shall serve for a term of three years. He/She will be eligible for re-election for a final three-year term.

35.2 APPOINTMENT OF CHAIRS/HEADS OF DEPARTMENT

Chairs/Heads of Departments shall be appointed for a two-year term renewable once.

36.0 DISCIPLINARY MATTERS

Disciplinary measures shall not be imposed except for adequate cause. The employer shall subscribe to the principles of natural justice and progressive discipline.

36.1 THE PRINCIPLE OF NATURAL JUSTICE

This principle requires that any employee charged with any offence is given an opportunity to defend himself or herself before an impartial adjudicator. This includes providing an adequate opportunity for the staff member to:

a) be heard;
b) be represented by their Union Representatives and or a legal representative throughout the process;
c) be kept informed of the progress of the process;
d) respond to any allegation(s);
e) present and challenge evidence;
f) make submissions; and
g) access all documentation relevant to any investigation or findings.

36.2 THE PRINCIPLE OF PROGRESSIVE DISCIPLINE

Discipline will normally follow investigation and discussion with the employee with the objective of resolving the matter and/or correcting the behavior as early as possible.

WARNINGS

a) An employee whose work or conduct is unsatisfactory 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 fourteen (14) days. If the explanation is not satisfactory, the employee shall be given an opportunity to make verbal presentation before an appropriate disciplinary committee. The employee shall have the right to be accompanied by not more than two accredited Union representatives when making verbal presentation.
c) The first and second warnings shall be recorded in the employee's file and copied to the Chapter Secretary.
d) The third and fourth warnings shall be copied to the Secretary General and the Chapter Secretary.
e) If an employee completes six (6) months from the date of his/her last warning without further offence, any warning recorded in his/her file shall be deemed to have been cancelled.
f) 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. Consideration to such appeal shall be given by the employer within thirty (30) days from the date the employer receives a written appeal. If within the thirty (30) days the employee does not receive a reply from the employer, then the warning shall be deemed to have been cancelled.
g) The employer 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 Chapter Secretary who shall acknowledge official receipt thereof.
h) An employee shall be given the opportunity to be accompanied by not more than two Union representatives at the disciplinary meeting and allow them to participate in the Appeals Committee
i) 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 Union Member and the Union of the specific charge(s) to be discussed at the meeting.

j) If an employee who had already received four (4) warnings commits a fifth offence within six (6) months, he or she shall be subjected to disciplinary procedure.

Disciplinary Procedure

Disciplinary process shall be carried out as outlined below:

Show Cause

i. An employee whose work or conduct is unsatisfactory and or who commits an offence, which merits a disciplinary action, shall be issued with a show cause letter.
ii. The employer shall then issue the employee with a show cause letter as to why disciplinary action should not be taken against the concerned employee.
iii. The employee is then given up to fourteen (14) calendar days to respond to the show cause letter. After responding then appropriate action is taken. If the explanation is adequate and acceptable, then the employee shall be discharged from the offence. If not, then the employee is subjected to due disciplinary procedures.

Interdiction and Suspension

Employer reserves the right to interdict or suspend an employee from his/her employment pending investigations/disciplinary into alleged offence(s).

Interdiction

i. The Employer reserves the right to interdict any employee from employment with half pay, full house allowance, medical and all other requisite benefits pending investigations into alleged misconduct for a period not exceeding ninety (90) days.
ii. A letter of interdiction shall be copied to the chapter secretary-general and the national secretary-general.
iii. The Employer shall inform the employee in question within ninety (90) days as to the position of the interdiction, in default of which the interdiction shall be lifted, unless the case is pending in court or is being investigated by the police or other statutory law enforcement authority.
iv. Should an employee be interdicted from work on half pay to facilitate investigations into alleged misconduct, such interdiction shall not exceed ninety (90) days unless the matter is pending in court or is being investigated by any other statutory law enforcement agency.
v. If the Employer, upon investigation concludes that the employee has a case to answer, then within ninety (90) days, the employee shall be given a disciplinary hearing, and he/she shall be represented by two union officials appointed by the Union, and he/she shall be allowed to call and examine witnesses.
vi. Where an employee's interdiction has been lifted and the Employer has exonerated him/her from any blame, he/she shall be reinstated and paid all his/her dues which may have been deducted or withheld on account of such interdiction.

Suspension

i. The Employer reserves the right to suspend any employee from employment with half pay, full house allowance, medical and all other requisite benefits pending investigations into alleged misconduct for a period not exceeding ninety (90) days.

ii. A letter of suspension shall be copied to the chapter secretary and the national secretary-general.

iii. 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 or is being investigated by the police or other statutory law enforcement authority.

iv. Should an employee be suspended from work on half pay to facilitate investigations into alleged misconduct, such suspension shall not exceed ninety (90) days unless the matter is pending in court or is being investigated by the police or any other statutory law enforcement agency.

v. If the Employer, upon investigation concludes that the employee has a case to answer, then within ninety (90) days, the employee shall be given a disciplinary hearing, and he/she shall be represented by two union officials appointed by the Union, and he/she shall be allowed to call and examine witnesses.

vi. Where an employee's suspension has been lifted and the Employer has exonerated him/her from any blame, he/she shall be reinstated and paid all his/her dues which may have been deducted or withheld on account of such suspension.

Disciplinary Committee

i. There shall be Disciplinary Committees of Council, which shall deliberate on disciplinary cases of staff. The Council Disciplinary Committee shall deliberate on disciplinary matters involving employees in grades 13 – 15.

ii. Disciplinary Committee Chaired by the Deputy Vice-Chancellor in charge of administration shall deliberate on disciplinary matters involving employees in grades 10 - 12.

iii. The employer shall convene a disciplinary committee meeting within twenty-one (21) days of interdiction/ suspension of an employee to hear his/her disciplinary matter unless investigation is in progress.

iv. The employee shall be invited to appear before the Disciplinary Committee fourteen (14) days before the hearing date through the last known address available in the personal file.

a) Disciplinary Hearing

i. The Committee shall hear and determine the matter.

ii. The employee shall be represented at the hearing of the Staff Disciplinary Committee by two union representatives. In addition, the employee may be accompanied by a person of his or her choice who shall be eligible to participate in the disciplinary proceedings.

iii. The employee shall be entitled to call witnesses upon notifying the employer in advance.

iv. The decision of the Disciplinary Committee meeting shall be communicated to the employee within seven (7) days of the conclusion of the proceedings.

b) Acquittal

Where an employee has been acquitted by a Court of law, he/she shall be reinstated immediately and paid all his/her dues which may have been deducted or withheld on account of such suspension or interdiction.

c) Appeals

i. Where the employee is dissatisfied with the decision of the disciplinary committee, he/she shall be entitled to appeal in writing within twenty one (21) days after the verdict of the committee is rendered and communicated.

ii. Such appeals shall be made to the Vice Chancellor for employees in Grades 10 – 12 and to the Chair of Council for employees in Grades 13 – 15.

iii. Appeals shall be heard within twenty-one (21) days from the date of lodging the appeal. Such an appeal will be heard within thirty (30) days from the date of appeal.

iv. The employee shall be entitled to be represented in the appeals committee by two representatives appointed by the union. In addition, the employee may be accompanied by a person of his or her choice who shall be eligible to participate in the disciplinary proceedings.

v. The decision of the Appeals Committee shall be communicated to the employee within seven (7) days of the conclusion of the proceedings.

v. If the employee in Grades 10 – 12 is dissatisfied with the decision of the appeals committee, he/she may further appeal to the Chairman of Council within twenty-one (21) days.

vi. Any employee dissatisfied with the decisions of the internal appeals committee may appeal to the Public Service Commission (PSC) within ninety (90) days after the verdict of the committee is communicated.

vii. Nothing in this CBA prevents an employee who is dissatisfied with the outcome of the disciplinary process from seeking legal redress in Courts of law as provided under the Constitution.

37.0 LEAVE FROM WORK STATION

Employees shall be entitled to the following categories of leave from workstation:

37.1 ANNUAL LEAVE

The leave year will run from 1st January to 31st December of every year.

a) Employees in grades 10A – 15A shall be entitled to annual leave of thirty-six (36) working days.

b) An employee shall be allowed to carry forward his/her annual leave days into the next leave year provided he/she was not able to proceed on leave due to exigencies of work.
c) Leave may be taken any time during the leave year.
d) On separation of appointment, an employee shall be entitled to utilize their outstanding leave days as part of notice.
e) A member of staff stationed in a hardship area will be granted in addition to his/her leave, travelling time of five (5) days each way and normal travelling privileges.

37.2 SABBATICAL LEAVE

a) The University considers that in the interests of both the University and members of academic staff it is desirable that members of staff should be released from their normal duties at intervals during their career.
b) Sabbatical leave shall be granted to members of staff on permanent and pensionable terms only in grades 12A – 15A.
c) Sabbatical leave shall be granted at the rate of twelve (12) months after five (5) years of continuous service. Such leave may be extended for a further twelve 12 months.
d) Such sabbatical leave shall be granted on full pay and all benefits.37.3

37.3 STUDY LEAVE

a) Study leave shall be granted by the employer in the interests of staff development.
b) The employer shall grant paid study leave to members of academic staff pursuing relevant courses both locally and abroad and shall pay 100% of his/her basic and house allowance while on study leave.
c) Study leave shall be granted for the entire duration of the program of study.
d) The employer shall extend the duration of the study leave provided it is justified.
e) A member of staff on study leave shall be entitled to the cost of return air ticket and permissible baggage while proceeding or returning from study leave.
f) Approval of study leave shall be given within thirty (30) days from the date of application.
g) Tutorial Fellows and Graduate Assistants shall be granted automatic study leave upon application.

37.4 COMPASSIONATE LEAVE

a) The compassionate leave shall be granted for 15 working days to enable an employee attend to emergencies such as sicknesses and/or death of immediate family members (parent, spouse, child, siblings).
b) Employees shall be entitled to consecutive compassionate leave days as the need arises.
c) The compassionate leave days shall not be deducted from leave days entitlement.
d) In granting such leave, the employer's permission shall not be unreasonably withheld.

37.5 LEAVE OF ABSENCE

Leave of absence shall be granted upon application by an employee who:

a) Is on secondment to a public office, appointment to international organizations or posting of spouses to foreign missions for a period of up to five (5) years renewable.
b) Is an elected UASU national official for the duration they will be performing national duties.
c) Leave of absence shall be without pay.
d) Upon resumption of duties, the employee shall be moved to the salary notch corresponding to the basic pay they should have earned had they not proceeded on leave of absence.
e) For staff promoted while on leave, (iv) above will not apply but they will earn the salary under the promoted grade.
f) An employee may opt to terminate such leave at short notice and resume duty before expiry of the period that the leave was granted.

37.6 UNPAID LEAVE

a) Unpaid leave shall be granted to an employee who may have personal reasons to be away from the university for a period of up to five (5) years renewable.
b) An employee shall not be required to disclose such personal reasons for purposes of being considered for the leave.
c) An employee may opt to terminate such leave at short notice and resume duty before expiry of the period that the leave was granted.

37.7 SICK LEAVE

a) An employee who is prevented by illness from carrying out his/her duties shall be granted sick leave.
b) Such an employee shall be granted sick leave to a maximum of twelve (12) months with full pay and an additional twelve (12) months on half pay.
c) Upon expiry of the maximum period provided in (b) above, the employer will appoint a Medical Board to examine the employee.
d) If sickness extends beyond twenty-four (24) months, the employer shall continue to pay half basic salary with all benefits for a further period of 24 months subject to a second medical opinion by a board appointed by KMPDC.
e) Termination of appointment on the basis of a Medical Board Report shall not be made until twelve (12) months after the receipt by the Council of such medical report.

37.8 MATERNITY LEAVE

Female members of the academic staff shall be granted maternity leave of one hundred twenty (120) working days with full pay and benefits.

37.9 PATERNITY LEAVE

Male members of academic staff shall be granted paternity leave of thirty (30) working days during the confinement of his legal spouse(s) with full pay and benefits for each birth. Each case will be treated independently for purposes of this leave.

37.10 POST-DOCTORAL LEAVE AND VISITING SCHOLAR LEAVE

a) An employee shall be granted post-doctoral leave with full pay and benefits either as Post-doctoral Scholars, Post-doctoral Fellows, or Visiting Scholars.

b) Post-doctoral leave is for staff who has earned a PhD degree within the last seven (7) years and is pursuing an individualized programme of research, teaching, or other important aspects of academic work or in any combination which the receiving institution has assumed a measure of responsibility.

c) Visiting Scholar leave is for senior staff who may wish to pursue individualized program of research, teaching or other important aspects of academic work or in any combination which the receiving institution has assumed a measure of responsibility.

d) Post-doctoral and visiting scholar leave shall be awarded for a period of up to two (2) years renewable once.

37.11 SPECIAL LEAVE FOR SPORTSPERSONS

a) The employer shall grant special leave with full pay with all benefits to an employee who is selected to represent Kenya in national, regional or international sports fixtures.
b) Such leave shall be granted for the necessary period of training and subsequent participation in sports and shall not be deducted against the employee's annual leave entitlement.

37.12 CHILD ADOPTION LEAVE

a) The employer shall grant child adoption leave with full pay and benefits to an employee for purposes of bonding and integrating the child to the family.
b) Such leave shall be granted for a period of forty-five (45) working days and will not be deducted from the employee's leave entitlement.

37.13 STAY-IN INDUSTRY LEAVE

a) This leave shall be granted to members of staff who may wish to engage in industrial activity and development within the framework of industrial partnership and linkages.
b) The leave shall be granted at the rate of one (1) month every year of service completed since appointment.
c) The leave shall be granted on full pay and benefits.

37.14 TERMINAL LEAVE

An employee who is due for retirement will be entitled in addition to his/her annual leave, ninety (90) working days leave pending retirement.

37.15 SPECIAL LEAVE

The Employer shall grant special leave for any purpose not covered by the categories of leave set out in this agreement. Such leave shall be granted on full pay.

37.16 GAZETTED PUBLIC HOLIDAYS & WEEKENDS

An employee who works on public holiday, weekend and/or his/her leave day(s) shall be given another day off in lieu of his/her rest day with prior approval by the Deputy Vice Chancellor in charge of administration.

38.0 WORK ENVIRONMENT / PROTECTIVE CLOTHING/GEAR, TOOLS AND CONDITIONS OF WORK

a) The employer shall provide adequate office space to accommodate academic staff with the following arrangements:
   i. Professors – an office
   ii. Members holding administrative positions – an office
   iii. One office for every two members of academic staff
b) Employer shall provide Professors and staff with administrative responsibilities with the following requisite furniture in the office space provided: an enclosed office with a functional door lock and at least one office desk, swivel chAair, file cabinet, bookcase, laptop, internet connectivity, printer and clerical and technical assistance commensurate with pedagogical, administrative, consultation and research responsibilities.
c) Employer shall provide members of academic staff with swivel chairs, office desk and book cases in the shared office space, laptops, internet connectivity, printers and clerical and technical assistance commensurate with pedagogical, administrative, consultation and research responsibilities.
d) All facilities shall be modified to cater for lecturers with disabilities. In allocating office space, Staff with Disabilities will be given first priority.
e) Members of staff shall have reasonable access to their place of work outside of regularly scheduled hours. Employers shall provide keys granting them access to their office and/or primary places of responsibility.
f) The employer shall provide the following to facilitate completion of professional responsibilities: departmental mailbox, library privileges, electronic mail account, and use of printing and duplicating equipment for instructional materials used for courses taught and office supplies appropriate to assignments.
g) A member going on leave may request storage for equipment, data, records, and materials acquired through funding.
h) Employer shall provide ICT teaching Infrastructure like LCD projectors, laptops, pointers and access to internet and intranet to enable employees function effectively.
i) Employer shall maintain a conducive physical environment that does not endanger the health or safety of any member of the faculty. Employees shall notify the employer of any safety or health hazards observed and the employer shall investigate and institute appropriate remedial action.
j) Employees who work in workshops, laboratories, field stations and other stations that may expose them to workplace hazards shall be provided with protective clothing/ gear in each calendar year or paid an allowance to cover the same at market rates.

k) A faculty member shall be notified at least one (1) month prior to a change in the faculty member's office location or a planned alteration to a faculty member's office that impedes the faculty member's work effectiveness. The faculty member shall provide the reason(s) necessitating the change or alteration. The employer shall provide assistance in moving University supplies and equipment.

l) Employees shall have access to all communication and documents including announcements, agendas, minutes and other departmental items relating to their assignments.

m) Employer shall provide a common room with adequate indoor sports and recreational facilities for academic staff.

n) Each university shall provide a well-equipped baby care centre with breast-feeding facilities, beds, and a play station for academic staff members. The baby centre shall have designated staff.

39.0 NORMAL WORKLOAD AND INTERNAL PART TIME

a) Full Time Teaching Members of staff shall give Forty (40) hours per week to the university. The hours shall be distributed as follows:

i. Nine (9) hours shall be devoted to teaching, tutorials and laboratory work,
ii. Twelve (12) hours to course preparation, setting and marking examinations,
iii. Four (4) hours consultation, meetings and administrative duties,
iv. Fifteen (15) Hours for research, supervision and community outreach.

b) Teaching load for all teaching staff shall be six (6) courses per academic year. Any other extra course shall be optional and compensated as per **SCHEDULE XXVII.**

c) For avoidance of doubt:

i. Staff who teach Science, Technology, Engineering and Mathematics (STEM) based courses shall take at most two (2) courses per semester totaling up to four (4) courses per academic year through physical or virtual mode, the University pays such members of academic staff at part-time rates, if the individual is required to teach more in their department or in any other departments. Such joint appointments by the University are in recognition of the individual`s academic abilities.

ii. For staff who teach Arts, Humanities, Social Sciences and Business based courses they will take at most three (3) courses per semester totaling up to six (6) for courses per academic year through physical or virtual mode, the University pays such members of academic staff at part-time rates, if the individual is required to teach more in their department or in any other departments. Such joint appointments by the University are in recognition of the individual`s academic abilities.

iii. Internal part timing is not mandatory.

iv. All members of academic staff shall be issued with appointment letters for part time teaching specifying the terms and conditions before the commencement of the assignment

v. Undergraduate courses shall be considered first for allocation of normal load.

vi. All postgraduate courses shall constitute workload
vii. Payment of the part time claims shall be made within 30 days from the date of receipt of the claim.
viii. Deans or Directors shall teach a maximum of one course per semester (two per academic year) as normal workload.
ix. Chairs of Department shall teach a maximum of two courses per semester (four per academic year) as normal workload.
x. Tutorial Fellows and Graduate Assistants shall teach a maximum of one course per semester (two per academic year) as normal workload.

39.1 CLASS SIZE

a) For effective teaching, the class size shall be up to a maximum of forty (40) students for Science, Technology, Engineering, Mathematics (STEM) based courses and up to a maximum of eighty (80) for Arts, Humanities, Social sciences and Business based courses.
b) For classes that exceed the above numbers the class will be split accordingly and this will mean the lecturer will have an extra course(s) assigned on his/her workload

40.0 STAFF TRAINING AND DEVELOPMENT

a) Employer shall make available educational and developmental opportunities to support the training and professional development for all employees.
b) The employer shall allocate money each year to fund programs and activities to assist academic staff to develop both academic and professional skills and expertise required to achieve their career development goals.
c) Members of staff, their spouses and children studying at a Public University in Kenya shall be given tuition waiver as follows: -

Staff

i. 100% limited to PhD programmes in a public University
ii. 100% limited to Masters' programme in a public University
iii. The employer shall cater for the full training cost for Graduate Assistants and Tutorial Fellows pursuing masters and doctoral studies respectively.

Spouse (s)/children/legal dependents

Shall be awarded tuition waiver of 50%. In the event of having two or three beneficiaries at the same time, the second and the third beneficiaries shall each be awarded a tuition waiver of 50% for Undergraduate programmes in public universities.

d) Academic staff nominated for exchange programmes shall be released by the employer for the duration of the programme.
e) Employee on an exchange programme/fellowship shall be paid full salary, allowance and benefits.

41.0 RETIREMENT BENEFIT SCHEME

a) The employer shall establish a Pension scheme which all members of staff appointed on permanent and pensionable terms shall be required to join in accordance with the provisions of the RBA Act.
b) The rate of contribution shall be 10% by the employee per month while the employer shall contribute 20% of the employee's basic salary per month.
c) A staff who is 50 years old of age and opts to retire voluntarily shall upon exit from service receive his/her retirement benefits.
d) Where a newly appointed employee is a member of an ongoing pension scheme and wishes to remain in that scheme, such an employee shall be allowed to retain such membership.
e) Upon signing this CBA, all Universities pension schemes shall review their trust deed and rules within ninety (90) days to ensure compliance.

42.0 GRATUITY

a) An employee appointed on contract shall be eligible for payment of gratuity at the rate of thirty one (31%) of his/her basic salary.
b) Gratuity shall be paid within thirty (30) days of expiry of the contract

43.0 MEDICAL COVER

a) The Universities and Constituent Colleges shall budget for a non-contributory comprehensive medical cover to be factored annually in the ministry of education sector budget to cover academic members of staff, their spouses and legal dependents.
b) The Universities and Constituent Colleges acknowledges the Union as the representative of academic members of staff and shall be involved in all the procurement process of identifying the Comprehensive Medical Cover.
c) Children of members of staff including legally adopted children under the age of twenty-five (25) years shall be included in the medical cover/scheme.
d) Children in the above category over the age of twenty-five years (25) who are undergoing a full-time course shall be included in the medical cover scheme.
e) The medical scheme/cover shall provide the following medical services:
    i. In-patient services
    ii. Out-patient services
    iii. Maternity cover
    iv. Dental cover
    v. Optical cover
    vi. Pre-existing conditions cover
    vii. Chronic illness cover
    viii. Treatment outside the country
    ix. Annual medical checkup
    x. Local road ambulance and air rescue services
    xi. Organ transplant
    xii. Any other clauses and covers agreed by Insurance Provider, Employer and Union

f) The Scheme/cover shall have the medical cover limits for outpatient, inpatient, maternity, optical and dental covers as per **SCHEDULE XXX**.

SCHEDULE XXX: Medical Cover limits

Category	Proposed Rates (KSh.)
Inpatient	4,000,000
Outpatient	400,000
Dental	75,000
Optical	75,000
Maternity	250,000
Last expense (self)	400,000
Last expense (per dependent)	200,000

43.1 Medical treatment outside Kenya

Employees and their dependents will be eligible for medical treatment outside the country in cases where such treatment is not available locally as provided for in the insurance cover to take care of treatment, return airfare for both patient, caregiver and accompanying medical professional where applicable, accommodation and subsistence for caregiver and accompanying medical professional.

43.2 Medical Ex-Gratia Assistance

The employer shall provide medical ex-gratia assistance to cover in-patient and outpatient medical expenses incurred by an employee, spouse and dependent children 25 years and below, upon exhaustion of the medical cover entitlement within a financial year.

44.0 GROUP LIFE ASSURANCE BENEFIT

a) The employer shall maintain a group life assurance cover to compensate academic staff members' legal dependents in case of demise in office.
b) The cover shall provide ninety-six (96) months' gross salary upon demise to the next of kin.

45.0 GROUP PERSONAL ACCIDENT COVER

The employer shall obtain and maintain a mandatory Group Personal Insurance Accident Cover (GPA Cover) and furnish the union with proof of payment for all members and details of the cover with regard to compensation, benefits computation and exclusions.

46.0 WORK INJURY BENEFITS ACT (WIBA) COVER

The employer shall obtain and maintain a mandatory Work Injury Benefits Act (WIBA) cover and furnish the union with proof of payment for all members and details of the cover with regard to compensation, benefits computation and exclusions.

47.0 CHRONIC AND EPIDEMIC DISEASES

The National policy on management of chronic and epidemic diseases as domesticated by the employer shall apply. Particularly, the employer shall take appropriate actions to mainstream, create awareness and support members of academic staff in dealing with chronic and epidemic diseases in the course of their work.

48.0 SPECIAL OCCASIONS AND CEREMONIES

Members of Academic staff participating in special occasions such as graduation ceremonies. registration of students, student elections among others shall be appreciated.

49.0 SEXUAL HARASSMENT

Every employee shall be protected from sexual harassment and to that extent the Union and the Employer agree that they shall collaborate to create a mechanism to handle such complaints in accordance with the University Sexual Harassment Policy.

50.0 GENDER AND DISABILITY

Gender and disability issues shall be dealt with in line with the constitution of Kenya and the relevant laws.

51.0 GOVERNMENT CONSULTANCY WORKS

The government of Kenya shall set aside 50% of all consultancy works in all Ministries, State Departments and State Agencies to academic staff of public universities and their constituent colleges in Kenya.

52.0 CAR LOAN AND MORTGAGE SCHEME

a) IPUCCF and UASU shall work on the cost and modalities of implementing car loan and mortgage scheme financing for staff in public universities and their constituent colleges.
b) The cost agreed upon shall be factored in the education sector budget in the Financial Year 2026/2027.
c) The Ministry of Education shall budget funds for purposes of setting up a car loan and mortgage scheme for all members of academic staff in public universities and constituent colleges.
d) The employer shall facilitate credit/loan facilities with banks, financial institutions and agencies and any other similar facilities provided by Government Institutions.
e) The car loan and mortgage scheme shall be on 3% per annum interest on a reducing balance.
f) The Car loan and Mortgage scheme shall come into effect as on 1st July 2025.
g) The Union shall be involved in the formulation of car and mortgage fund regulation.

53.0 RECRUITMENT OF ACADEMIC STAFF

The Universities and Constituent Colleges shall budget for recruitment of academic members of staff to be factored annually in the ministry of education sector budget.

The employer shall provide funds for recruitment of academic staff to meet the required standards as per the provisions of the Commission of University Education (CUE) and the Inter-university Council for East Africa.

The government shall provide funds for the recruitment of academic staff in each financial year. Universities and their constituent colleges shall budget for recruitment of academic staff annually and the budget should be captured in the ministry of education Sector Budgets.

The ratio of academic staff in post to students shall be:

a) Applied Sciences – 1:10
b) Arts and Humanities – 1:15
c) Medical and Allied Sciences - 1:7
d) Pure and Natural Sciences – 1:10
e) Social Sciences – 1:18

The ratio to full time to part time academic staff shall be 2:1.

According to *"Inter-university Council for East Africa (2023). Demographics of African Faculty in the East African Community". Page 40,* by the year 2030, public universities and constituent colleges in Kenya should have **35,232** lecturers to meet the demand of increased student enrolment.

External part timer who has served a University cumulatively for a minimum of three (3) years shall be automatically converted to permanent and pensionable as per terms and conditions of scheme of service for academic staff.

54.0 NON-TEACHING STAFF CAREER CHANGE TO TEACHING/RESEARCH POSTITIONS

Non-academic staff who wish to convert to academic position shall be subjected to a review in accordance to appointment and promotion criteria, scheme of service, career progression guidelines for academic staff in public universities in Kenya.

55.0 REVIEW OF RECOGNITION AGREEMENT

Before signing of this Collective Bargaining Agreement, the obtaining Recognition Agreement shall be reviewed and signed mutually by IPUCCF and the Union.

56.0 UNION MEMBERSHIP AND DUES

a) In accordance with the provisions of the Employment Act, 2007, Labour Relations Act, 2007 and other related Laws, the employer shall deduct Union dues of monthly salaries of all Union members through check-off.
b) The subscriptions deducted shall be paid directly into the bank account nominated by the Union.
c) Academic staff who are not subscribed members of the union but benefits from CBAs negotiated by the Union shall pay agency fees as in accordance with the Labor Relations Act, 2007 and other related Laws of Kenya. For avoidance of doubt, academic staff above grade 15 shall pay agency fees.

d) Union dues and agency fees shall be deducted at a rate of 2% of the monthly basic salary or as revised by the Union from time to time.

57.0 CERTIFICATE OF SERVICE

The employer shall in accordance with the employment act issue a certificate of service to a member exiting the service of the University.

58.0 EFFECTIVE DATE AND DURATION OF AGREEMENT

a) This agreement shall cover the period from 1st July, 2025 to 30th June, 2029.
b) Thereafter this agreement shall continue to be in force until mutually amended or when the parties herein shall negotiate and bring to force another agreement.
c) Either party shall give the other party a written notice of not more than one month of its desire to review this Collective Bargaining Agreement.
d) The responding party shall respond within thirty (30) days from the receipt of notice.

SIGNED FOR AND ON BEHALF OF THE UNION

Signature..... **Date** 3rd Feb, 2025

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