RETURN TO WORK FORMULA

BETWEEN

INTER-PUBLIC UNIVERSITIES COUNCILS' CONSULTATIVE FORUM (IPUCCF)

OF

THE FEDERATION OF KENYA EMPLOYERS (FKE)

AND

UNIVERSITIES' ACADEMIC STAFF UNION (UASU)

30TH OCTOBER 2026

WeldonKeter★J. M
Nairobi / 30 October 2026 at 21:15

This agreement between the **Inter-Public Universities Councils' Consultative Forum (IPUCCF)** of the **Federation of Kenya Employers (FKE),** the "Employer" of the one part and the **Universities' Academic Staff Union (UASU)** and its chapters, duly registered as a Trade Union under the *Labour Relations Act, 2007*, Laws of Kenya, of the other part, witnesses as follows:

WHEREAS:

1. The Members of UASU withheld their labour in an industrial action across Public Universities and Constituent University Colleges that commenced on 2nd October, 2026 citing the following **three (3) main** issues in their Strike Notice dated 24th September, 2026:
   i. Failure to Negotiate, Conclude, Register and Implement the 2025-2029 National Collective Bargaining Agreement as per the law and the Recognition Agreement Executed on 28th October 2019 between UASU and the Inter-Public Universities' Councils Consultative Forum (IPUCCF);
   ii. Failure by the Ministry of Education and the National Treasury to commit to fund the 2025-2029 CBA;
   iii. Failure to incorporate the agreed and negotiated clauses/items between IPUCCF and UASU in the Generic Human Resource Instruments for Public Universities and Public University Constituent Colleges before submission of the final documents to Public Service Commission for approval.

2. Both parties recognize the importance of resolving the current dispute amicably to restore normal operations in Public Universities and Constituent University Colleges, protect the academic calendar, and uphold the welfare of academic staff in Public Universities and Constituent University Colleges;

3. Whereas, a conciliation meeting convened by the Ministry of Labour and Social Protection on 30th October, 2026 with the participation of the Ministry of Education, IPUCCF and the three (3) Trade Unions *viz.* UASU, KUSU and KUDHEIHA Workers resolved the issues in dispute;

4. Now therefore, through mutual understanding and goodwill the parties agree to enter into this Return to Work Formula to restore normalcy in all Public Universities and Constituent University Colleges while addressing the issues raised by UASU in good faith.

TERMS OF THE AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Union shall immediately call off the industrial action upon the execution of this Agreement.

WeldonKeter★
Nairobi | 30 October 2026 at 21:15

CamScanner

2. This Agreement shall be deposited and adopted in the Employment and Labour Relations Court as part of the consent agreement, in full and final settlement of all pending applications in *Cause No. ELRCC E1149 of 2026: IPUCCF vs UASU, Ministry of Education and 6 Others.* The Parties further agree that all such applications shall be deemed settled upon adoption of the consent, with each party bearing its own costs.

3. UASU unionisable employees in Public Universities and the Constituent University Colleges shall not be victimized for withdrawing their labour by participating in the industrial action neither shall there be losses of jobs nor loss of benefits. For avoidance of doubt staff whose contracts were terminated on account of withdrawing labour shall be unconditionally reinstated.

4. For employees on contract or whose contracts were not renewed during the pendency of the strike, the renewal of their contracts shall not be prejudiced by their participation in the industrial action.

5. Further, UASU unionisable employees in Public Universities and the Constituent Colleges shall not suffer any loss of earnings or benefits over the stoppage of work during the period of industrial action. No employee shall lose any benefit, earning or otherwise any entitlement as a result of participation in the industrial action:

i. Any withheld salaries, earnings, accrued benefits, entitlements and Union dues for the months of September, 2026 and October, 2026 shall be made; and,
ii. For the avoidance of doubt, all staff including those on contract, shall receive their full pay and benefits, and any engagement of external staff during the industrial action shall not in any way affect the earnings or entitlements of existing staff.

6. The University Management of Public Universities and their Constituent Colleges shall unconditionally withdraw all disciplinary actions initiated against UASU unionisable employees and its officials during the pendency of the industrial action.

i. Any disciplinary action commenced during the pendency of the industrial action shall be deemed withdrawn;
ii. For the avoidance of doubt, all disciplinary or intended disciplinary actions, including but not limited to show cause letters, warning letters, lockouts, interdictions, suspensions or dismissals issued during the pendency of the strike are hereby withdrawn unconditionally and revoked with immediate effect; and expunged from the records of the affected employees;
iii. In the spirit of reconciliation and restoration of industrial harmony, the resolutions arising from the IPUCCF meeting held on 6th October, 2026 at the Confucius Institute, University of Nairobi under the heading "Resolutions and Way Forward on Agenda Item No. 8: The 2025-2029 Collective Bargaining Agreements (CBAs)" and communicated to Public Universities by the Chairperson, IPUCCF in a letter dated 7th October, 2026 shall not be implemented, applied, enforced or otherwise given effect, either in whole or in part;
iv. All letters of commitment to resume work signed by employees during the strike shall be expunged from the records;

WeldonKeter☆
Nairobi | 30 October 2026 at 21:15

CamScanner

v. Employees shall resume their previous roles with full retention of seniority, benefits, salary scales and accrued rights without penalties; and

vi. All complaints reported during the pendency of the strike related to the industrial action herein are deemed resolved.

7. The UASU unionisable employees shall commit to work with University Management of Public Universities and the Constituent Colleges on a practical programme to ensure the Public Universities recover the teaching time lost during the industrial action. In computing time lost, the full duration of the industrial action (4 weeks) where applicable shall be factored in to safeguard and maintain the quality of university education.

SETTLEMENT OF OUTSTANDING ISSUES

8. The Ministry of Education and the National Treasury commits to Fund the 2025-2029 CBA as follows:

i. The parties acknowledge that the Government has provided KES 20 Billion for funding of the 2025-2029 CBAs;

ii. The KES 20 Billion to fund the 2025-2029 CBA will be released as follows:
   a. First tranche of KES 6.7 Billion in the Financial Year 2026/2027;
   b. Second tranche of KES 6.7 Billion in the Financial Year 2027/2028; and
   c. Third and final tranche of KES 6.6 Billion in the Financial Year 2028/2029.

iii. The first Tranche of KES 6.7 Billion will be funded through Supplementary Estimates Number 1 of Financial Year 2026/2027 Budget.

9. Parties to negotiate the incorporation of clauses in the Generic Human Resource Instruments for Public Universities and Public University Constituent Colleges.

10. THE 2025-2029 COLLECTIVE BARGAINING AGREEMENT

A. Financial Items:

a. The parties agree that Basic Salary marked as **Schedule I** of this Return to Work Formula shall be paid in accordance with the Schedule I hereof. The monthly basic salary shall be payable with effect from 1st July, 2025;

b. Further, to the foregoing, the monthly Basic Salary is increased by three-point five percent (3.5%) every year for four (4) years with effect from 1st July, 2025;

c. The accrued arrears of Basic Salary and Allowances for the period between 1st July, 2025 to 30th June, 2026 shall be paid in three (3) equal instalments;

d. The accrued arrears of 1st July, 2026 to 31st December, 2026 shall be paid together with the January, 2027 salaries;

e. The Automatic Annual Increment shall be five percent (5%);

f. The Commuter Allowance will be KES 18000.00 per month for all cadres; and

g. Commuter Allowance, Book & ICT Allowance, Professorial Allowance, Passage and Baggage and Leave Allowance, all marked as **Schedule II** of this Return to Work Formula, shall be paid in accordance with Schedule II hereof.

WeldonKeter☆
Nairobi 30 October 2026 at 21:16

CamScanner

Transition:

i. Universities which are paying higher rates than the ones contained in this Agreement shall retain those rates until the next review;

ii. The Universities that are paying Commuter Allowance less than the rates in this Agreement shall pay progressively within three (3) years;

iii. The implementation date for this Agreement is on or before 31st January, 2027;

B. Government Car Loan and Mortgage Scheme

The Government shall on or before 31st December, 2026 cause the Rules governing the onboarding and participation of staff members of Public Universities and Public University Constituent Colleges into the Government Car Loan and Mortgage Scheme to be finalised and published in the Kenya Gazette.

C. Pending Items for the 2025-2029 CBA

i. The pending items for negotiations will be completed by 28th February, 2027; and

ii. The negotiations will be chaired by the Labour Commissioner assisted by the Chief Industrial Relations Officer.

11. **National Implementation Committee and the Local Implementation Committees**

i. The National Implementation Committee shall oversee the distribution of the funds and implementation of this Agreement.

ii. The Local Implementation Committees shall monitor the implementation of this Agreement in their respective Universities.

12. Pending Union Dues and/or Agency fees shall be recovered directly at the rate of 2% from the arrears under this Return to Work Formula.

13. This Agreement shall be binding on all Public Universities and the Constituent Colleges under IPUCCF as well as on UASU and its Chapters and shall take effect immediately upon signing.

SIGNED IN NAIROBI THIS 30TH DAY OF OCTOBER 2026

SIGNED FOR AND ON BEHALF OF THE MINISTRY OF EDUCATION:

Dr. Beatrice Muganda Inyangala, PhD., CBS, The Principal Secretary, State Department for Higher Education

WeldonKeter★
Nairobi | 30 October 2026 at 21:16

CamScanner

SIGNED FOR AND ON BEHALF OF IPUCCF:

Prof. Bosire Mwebi, PhD, Chairperson of University of Kabianga and Chairperson of IPUCCF

Prof. Daniel Mugendi, EBS, Vice-Chancellor of University of Embu and Chairperson of Vice-Chancellors' Committee

Prof. Fred Simiyu Barasa, Vice-Chancellor of Taita Taveta University and Chairperson of IPUCCF-JNC

FOR AND ON BEHALF OF THE UASU:

Nyongesa 30/10/2026

Ms. Grace Nyongesa, Chairperson

30/10/26

Dr. Constantine Wasonga, PhD, Secretary General

WITNESSED BY:

1. NAME Dr. JANE MICHAEL

   DESIGNATION UASU NATIONAL TRUSTEE

   SIGNATURE 30/10/2026

Return To Work Formula 30th October, 2026

WeldonKeter★
Nairobi | 30 October 2026 at 21:16

CamScanner

Pof. Joseph O. Oloo / Protocol Trustee.

2. NAME Dr Florence Kanyiri Kuantai

DESIGNATION National Trustee

SIGNATURE

3. _____

Ms. Millicent Muli, Chief Industrial Relations Officer, Ministry of Labour & Social Protection

WeldonKeter★
Nairobi | 30 October 2026 at 21:17

CamScanner

PUBLIC UNIVERSITIES
UASU

2025-2029 CBA BASIC SALARY TABLES

	NOTCH	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
		Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)
Grade 15A	1	224,631	232,494	240,632	249,055	257,772
	2	233,616	244,119	252,664	261,508	270,661
	3	242,962	256,325	265,297	274,583	284,194
	4	252,680	269,142	278,562	288,312	298,403
	5	262,789	282,599	292,490	302,728	313,324
	6	273,301	296,730	307,116	317,866	328,992
	7	284,233	311,567	322,472	333,759	345,441
	8	295,604	327,145	338,596	350,447	362,713
	9	307,428	343,504	355,527	367,971	380,850
	10	319,725	360,679	373,303	386,369	399,892
	11	332,515	378,714	391,969	405,688	419,888
	12	345,816	397,651	411,569	425,974	440,884
Grade 14A	1	193,182	199,944	206,943	214,187	221,684
	2	200,911	209,942	217,290	224,896	232,768
	3	208,947	220,440	228,156	236,142	244,407
	4	217,306	231,463	239,565	247,950	256,629
	5	226,000	243,036	251,543	260,348	269,461
	6	235,040	255,188	264,120	273,365	282,933
	7	244,442	267,948	277,327	287,034	297,081
	8	254,220	281,346	291,194	301,386	311,935
	9	264,389	295,413	305,753	316,455	327,531
	10	274,965	310,185	321,042	332,279	343,909
	11	285,965	325,694	337,094	348,893	361,105
	12	297,403	341,979	353,949	366,338	379,160

WeldonKeter★
Nairobi | 30 October 2026 at 21:17

CamScanner

PUBLIC UNIVERSITIES
UASU

2025-2029 CBA BASIC SALARY TABLES

	NOTCH	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
		Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)
Grade 13A	1	154,739	160,155	165,761	171,563	177,568
	2	160,929	168,163	174,049	180,141	186,446
	3	167,367	176,571	182,751	189,148	195,769
	4	174,063	185,400	191,889	198,606	205,558
	5	181,025	194,671	201,485	208,537	215,836
	6	188,267	204,405	211,560	218,965	226,629
	7	195,798	214,625	222,137	229,912	237,959
	8	203,631	225,357	233,245	241,409	249,859
	9	211,776	236,625	244,907	253,479	262,351
	10	220,247	248,457	257,153	266,154	275,470
	11	229,057	260,881	270,012	279,463	289,245
	12	238,221	273,925	283,513	293,436	303,707
Grade 12A	1	121,928	126,196	130,613	135,185	139,917
	2	126,805	132,506	137,144	141,945	146,914
	3	131,877	139,132	144,002	149,043	154,260
	4	137,154	146,090	151,204	156,497	161,975
	5	142,640	153,395	158,764	164,321	170,073
	6	148,347	161,065	166,703	172,538	178,577
	7	154,281	169,118	175,038	181,165	187,506
	8	160,453	177,574	183,790	190,223	196,881
	9	166,872	186,454	192,980	199,735	206,726
	10	173,548	195,777	202,630	209,723	217,064
	11	180,490	205,566	212,761	220,208	227,916
	12	187,710	215,845	223,400	231,219	239,312

WeldonKeter★
Nairobi | 30 October 2026 at 21:17

CamScanner

PUBLIC UNIVERSITIES
UASU

2025-2029 CBA BASIC SALARY TABLES

	NOTCH	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
		Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)	Basic Salary (Kshs)
Grade 11A	1	107,872	111,648	115,556	119,601	123,788
	2	112,187	117,231	121,335	125,582	129,978
	3	116,675	123,093	127,402	131,862	136,478
	4	121,344	129,248	133,772	138,455	143,301
	5	126,198	135,711	140,461	145,378	150,467
	6	131,246	142,497	147,485	152,647	157,990
	7	136,496	149,622	154,859	160,280	165,890
	8	141,956	157,104	162,603	168,295	174,186
	9	147,636	164,960	170,734	176,710	182,895
	10	153,542	173,209	179,272	185,547	192,042
	11	159,683	181,870	188,236	194,825	201,644
	12	166,072	190,963	197,647	204,565	211,725
Grade 10A	1	63,647	65,875	68,181	70,568	73,038
	2	66,194	69,170	71,591	74,097	76,691
	3	68,843	72,629	75,172	77,804	80,528
	4	71,596	76,260	78,930	81,693	84,553
	5	74,460	80,074	82,877	85,778	88,781
	6	77,439	84,079	87,022	90,068	93,221
	7	80,538	88,283	91,373	94,572	97,883
	8	83,759	92,697	95,942	99,300	102,776
	9	87,110	97,333	100,740	104,266	107,916
	10	90,594	102,201	105,779	109,482	113,314
	11	94,218	107,311	111,067	114,955	118,979
	12	97,988	112,678	116,622	120,704	124,929

WeldonKeter★
Nairobi | 30 October 2026 at 21:17

CamScanner

Schedule II

PUBLIC UNIVERSITIES
UASU
Revised allowances rates

1) Basic Salary

Basic Salary		%
All Grades	CBA Adjustment per year	3.50%
All Grades	Annual automatic adjustment	5.00%

2) HOUSE TO OFFICE (COMMUTER)

Grade		Kshs
Grade 10A – Grade 15A	With Car	18,000
	Without Car	18,000

3) ANNUAL LEAVE AND BOOK ALLOWANCES

Grade	ANNUAL LEAVE	BOOK & ICT
	Ksh	Ksh
Grade 15A	21,980	18,500
Grade 14A	21,197	17,500
Grade 13A	19,021	15,000
Grade 12A	17,570	14,000
Grade 11A	14,087	12,000
Grade 10A	8,754	10,000

PROFESSORIAL ALLOWANCE

Grade	Kshs
Grade 15A	7,500
Grade 14A	6,000

WeldonKeter★
Nairobi | 30 October 2026 at 21:18

CamScanner