COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TEACHERS SERVICE COMMISSION

AND

THE KENYA NATIONAL UNION OF TEACHERS (KNUT)

DATED THIS 20TH JUNE 2016
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THIS AGREEMENT is made on the...Day of ...2016.

BETWEEN

The TEACHERS SERVICE COMMISSION, a constitutional Commission established under Article 237 (1) of the Constitution of Kenya (hereinafter referred to as “the Employer”) of Post Office Box Private Bag - 00100, Nairobi, in the Republic of Kenya of the one part;

AND

THE KENYA NATIONAL UNION OF TEACHERS, a trade union registered under section 12 of the Labour Relations Act (hereinafter referred to as “the Union”) of Post Office Box 30407 - 00100, Nairobi in the Republic of Kenya, of the other part.

PREAMBLE

(a) The Parties to this Agreement meeting together in a free and voluntary association have determined to regulate industrial relations between them and the interest of mutual understanding and co-operation by signing this Agreement on the terms and Conditions of employment of teachers in public service.

(b) The Parties agree to mutually recognize, declare and reaffirm their common commitment to maintain a collaborative collegial collective relationship aimed at realizing quality teaching service in an environment of continuous improvement of terms and conditions of service.

(c) Towards meeting the needs of a progressive and forward-looking teaching service, the Parties express a mutual obligation to and responsibility for the same.

(d) The Employer and the Union wish to declare their mutual intent to work towards the attainment of common aims as follows:

(i) Advancement of quality teaching standards through performance contracting and appraisal system.
(ii) The development of a system of communication and consultation designed for harmonious industrial relations of the Parties.

WHEREAS:

The Commission is an employer of all teachers in the public service; and

(a) The Union is duly recognized by the employer as provided in the Recognition Agreement executed on 15th May, 1968; and

(b) Article 41 (5) of the Constitution and section 12(1) of the Labour Relations Act give Parties the right to enter into this Agreement; and

(c) The Parties are desirous to establish harmonious industrial relations through fair terms and conditions of service.

NOW, THEREFORE, in consideration of the mutual covenant, promises and Agreements herein contained, the Parties do hereby agree as follows:-

1. DEFINITIONS AND INTERPRETATIONS

"agent" means any person or body appointed by the Commission in accordance with section 20 of the Act;

"allowance" means a monetary compensation paid to a teacher, in addition to the salary;

"basic salary" means the amount of money paid to a teacher on a monthly basis and excludes the allowances;

"bipartite" means an engagement between TSC and KNUT;

"court" means Employment and Labour Relations Court of Kenya;

"dismissal" means the decision by the Commission to terminate the services of a teacher;

"employer" means the Teachers Service Commission;

"grievance" means an industrial complaint that affects the terms and conditions of employment which has not been escalated to a trade dispute;

"head of institution" means the lead educator or administrator in a public educational institution appointed by the Commission as such and responsible for the implementation of the educational policy and professional practices;
“industrial action” means a strike or lockout;
“performance appraisal system” means a process of evaluation of a teacher’s performance over a period of time based on agreed performance standards in a consultative manner;
“redundancy” means the loss of employment, occupation, job or career by involuntary means through no fault of an employee, involving termination of employment at the initiative of the employer, where the services of an employee are superfluous and the practices commonly known as abolition of office, job or occupation and loss of employment;
“release” means allowing a teacher who has been offered employment by public institution, teachers unions, county government and public educational institution to leave the teaching service to take up the appointment, without loss of pension benefits;
“teacher” shall have the meaning assigned to it under the Teachers Service Commission Act; and
“union” means the Kenya National Union Teachers.

2. OBJECTIVE AND PURPOSE
2.1 The primary objective of this Agreement is to ensure that both Parties work harmoniously in negotiating the terms and conditions of service for improvement of teaching standards and performance in the public sector.
2.2 This Agreement is intended to facilitate structured and constructive dialogue between Parties for the purpose of maintaining industrial peace in the teaching service.

3. EFFECTIVE DATE AND DURATION
3.1 The term of this Agreement shall commence on 1st July, 2013.
3.2 This Agreement shall remain in force for a period of four (4) years with effect from 1st July 2013 to 30th June 2017.
3.3 This Agreement shall remain in force and bind all Parties until a new Collective Agreement is negotiated.
3.4 The Parties herein undertake to commence negotiations for a new CBA for the 1st July 2017 to 30th June 2021 as from 1st July 2016.

4. CODE OF REGULATIONS & CODE OF CONDUCT AND ETHICS FOR TEACHERS
   The Code of Regulations and Code of Conduct and Ethics for Teachers shall form an integral part of this Agreement.

5. PROBATION PERIOD
   5.1 A teacher appointed by the Commission to serve on permanent and pensionable terms shall be placed on probation terms for a period which shall not exceed six (6) months.
   5.2 A teacher shall upon expiry of probation period apply to the Commission, in writing, for confirmation of appointment.
   5.3 The Commission shall upon receipt of the application and confirm or give reasons in writing for refusing to confirm within 30 days.
   5.4 The Commission may upon receipt of an application for confirmation of a teacher, and based on the recommendation of the head of the institution, confirm the appointment of the teacher on permanent and pensionable terms or extend the probation for a period not exceeding another six months with the consent of the teacher.
   5.5 The Commission may, where the teacher completes a further period of probation confirms or terminates the appointment of the teacher based on the performance report from the head of institution.
   5.6 A teacher who transfers service from the civil service to the teaching service while on permanent and pensionable appointment shall not be subjected to probation period.

6. OBLIGATIONS OF THE PARTIES
   In full recognition of the nature of the teaching profession and in accordance with the provisions of Articles 41 and 53 of the Constitution and relevant laws and
the International Labour Organization (ILO) Conventions, Parties hereby restate their intention to uphold the rights of children to access basic education and to enhance professionalism and better terms and conditions of service, the following obligations shall be upheld by both Parties:

6.1 Obligations of the Employer

6.1.1 To ensure expeditious settlement of reported industrial grievances and strictly observe the grievance handling mechanism recommended in this Agreement.

6.1.2 To implement this Agreement upon registration in Court.

6.1.3 Expeditious implementation of bipartite settlements, Agreement and decisions.

6.1.4 To avoid engaging in activities or programmes contrary to this Agreement.

6.2 Obligations of the Union

6.2.1 That the union shall discourage any breach of the peace or civil unrest by union members that may disrupt learning and erode dignity of the profession.

6.2.2 That the union’s representatives may not engage in union activities that disrupt learning and duties of its members in the course of their official duties.

6.2.3 Not to engage in any activities or programmes which contravene this Agreement.

6.2.4 That the union shall encourage professionalism in the teaching service by discouraging its officials and members from:

   a) Causing damage to institutional property during industrial action.

   b) Interfering with or disturbance to normal work.

   c) Attending to union activities during learning hours.

   d) Intimidating their colleagues who are not participating in industrial action.
e) Denying employer’s officers/agents access to Institutions of learning during industrial action.

f) Using abusive/inappropriate language towards learners, their colleagues, Employer or its officers/agents and other members of the society.

7 REMUNERATION

Parties hereby agree that remuneration payable to the teachers shall be determined pursuant to the provisions of Article 237 of the Constitution; Section 37 (3) of the Teachers Service Commission Act and in accordance with Article 230 (4) of the Constitution.

7.1 Basic Salary
Basic salary shall be paid as per Appendix 1.

The Parties undertake to negotiate on the item in the next cycle of negotiations.

7.2 Commuter Allowance
The Commuter Allowance shall be paid as per Appendix 2.

7.3 Responsibility Allowance
Responsibility allowance shall be payable to Heads of Institutions, Deputy Heads of institutions and Senior Teachers in Job Group ‘K’ and below as per Appendix 3.

7.4 Special School Allowance
Special School Allowance shall be payable to teachers deployed to designated special Schools and units, at Kenya Shillings ten thousand (KSh.10,000/=) per month.

7.5 Readers / Facilitation / Aid Allowance
Readers/Facilitation/Aid allowance shall be payable at the rate of Kenya Shillings fifteen thousand (KSh. 15,000/=) to the blind teachers and teachers confined to wheel chairs by virtue of their disability.
7.6 Leave Allowance
Leave allowance shall be payable to all teachers once per annum as per Appendix 4.

7.7 House Allowance
House Allowance shall be payable to teachers in three phases with effect from 1st July, 2015 as per Appendix 5.

7.8 Hardship Allowance
Hardship Allowance shall be payable to teachers assigned duties in ASAL areas as per Appendix 6.

7.9 Medical Benefit
Medical benefit shall be drawn as per Part IX of the Code of Regulations for Teachers.

8 REIMBURSABLE ALLOWANCES
The Parties agree to the payment of the following facilitative allowances:

8.1 Daily Subsistence Allowance (Local Travel)
Daily Subsistence Allowance shall be payable to teachers as per Appendix 7 and Regulation 104 of the COR.

8.2 Daily Subsistence Allowance (Foreign Travel)
Daily Subsistence Allowance (Foreign Travel) shall be paid as per Appendix 8 and Regulation 104 of the COR.

8.3 Transfer Allowance
Transfer Allowance shall be payable at a rate of one month’s Basic Salary as per Regulation 97 of the COR.

8.4 Travelling Expense
Reimbursement of travelling expenses shall be paid as per Regulations 98, 99, 100, 101, 102 and 103 of the COR.
9 LEAVE

The Parties agree that leave shall be taken as provided under Part X of the Code of Regulation for Teachers.

10 PUBLIC HOLIDAYS

The Commission shall observe public holidays as stipulated in the Constitution, national legislation or any other day as may be gazetted by the Government.

11 PERFORMANCE MANAGEMENT AND EVALUATION

11.1 In recognition of the fundamental shift in policy in public employment and with a view to promote, enhance and maintain high performance standards in the teaching service, Parties hereby agree to ensure continuous professional development and annual performance evaluation system.

11.2 Parties agree that the employer shall undertake annual performance evaluation of all teachers in its employment as per the Code of Regulations for Teachers.

11.3 Annual performance evaluation shall be undertaken by the employer through tools to be developed with the participation of the Parties herein.

11.4 Parties further agree that the employer shall develop performance development programs with a view to enhance productivity in the teaching sector.

11.5 The employer undertakes to comply with Part VI of the Teachers Code of Regulations for Teachers in developing and facilitating career development programs with a view to enhance productivity in the teaching profession.

12 CAREER PROGRESSION

Parties agree that career progression in the teaching service shall be implemented as provided under Part VI of the Code of Regulations for Teachers.

13 DISCIPLINE

The Parties have agreed that the Discipline of teachers shall be undertaken as provided under Part XI of the Code of Regulation for Teachers and Code of Conduct and Ethics for Teachers.
14 EXIT FROM THE TEACHING SERVICE

14.1 A teacher may exit service through any of the following means:
   a) Resignation
   b) Retirement
   c) Redundancy
   d) Termination
   e) Dismissal
   f) Transfer of service
   g) Release to other organizations
   h) Death

14.2 The Parties have agreed that the exit from service by teachers shall be undertaken as provided under Part XII of the Code of Regulation for Teachers.

15 CERTIFICATE OF SERVICE

The Commission shall in accordance with the Employment Act issue a Certificate of Service to a teacher exiting the service of the Commission.

16 WORK INJURY BENEFITS

A teacher who is injured or dies while and in the course of employment will be compensated as per the Provisions of the Work Injury Benefits Act.

17 GRIEVANCE HANDLING PROCEDURE.

17.1 Parties agree that at all times attempts will be made to resolve all their grievances in an amicable manner with a view to achieving sustainable industrial peace in the teaching sub sector. Therefore Parties agree to exhaust all the Alternative Dispute Resolution mechanisms under the law before resorting to any form of industrial action.

17.2 In case the Alternative Dispute Resolution fails, either party shall be at liberty to refer the grievance to the Cabinet Secretary for Labour as provided under the Labour Relations Act.