



REPUBLIC OF KENYA



**UNION OF KENYA
CIVIL SERVANTS**

COLLECTIVE BARGAINING AGREEMENT

Effective 1st July, 2017

MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT
OF THE REPUBLIC OF KENYA
OF THE FIRST PART
(Hereinafter referred to as the Employer)

AND

THE UNION OF
KENYA CIVIL SERVANTS (UKCS)
OF THE SECOND PART
(Hereinafter referred to as the Union)

IN THE MATTER OF TERMS AND CONDITIONS OF EMPLOYMENT FOR
UNIONISABLE EMPLOYEES OF THE NATIONAL GOVERNMENT

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DEFINITION OF TERMS

- Agreement** - means this Agreement as amended from time to time.
- Basic Salary** - means an employee's salary excluding allowances.
- Manual** - means the Human Resource Policies and Procedures Manual and as amended from time to time.
- Commission** - means Public Service Commission.
- Employee** - any person employed by the National Government whether deployed at the National or County Government level, excluding uniformed personnel in the National Defence Forces, Teachers under the Teachers Service Commission, National Intelligence Service and any other categories of staff agreed between the Government and the Union.
- Employer** - means the Government of the Republic of Kenya.
- Gender** - this Agreement is formulated with due regard to gender; thus, where reference is made either to 'he' or 'she' only, it shall be construed to mean and include both 'he' and 'she' and where reference is made to spouse, it shall be construed to mean and include reference to both 'husband' and 'wife' where applicable and vice-versa.
- Leave Year** - means the period commencing 1st July to 30th June of the following year.
- Regulations** - means Regulations made under the Public Service Commission Act, 2012 as amended from time to time and any other regulations made under other applying legislation.
- Reimbursable Allowance** - means those allowances where an employee gets reimbursement on the expenditure involved in the course of duty.
- Union** - means Union of Kenya Civil Servants.

PREAMBLE

WHEREAS by the terms of the Recognition Agreement, Negotiation and Grievance Procedures signed between the Employer and the Union on ____ day of _____ 2017, it was agreed inter-alia, that:-

The Rates of Pay; Allowances; Hours of Work; Methods of Wage Payment; Leave; Duration and Termination of Contract; Medical Benefits; Retirement and other Terminal Benefits; and any other matters by mutual agreement shall be negotiated and agreed upon between the Employer and the Union;

AND WHEREAS the Employer and the Union having met together in a free, fair and voluntary association have successfully concluded negotiations through the Central Negotiating Committee:-

NOW THEREFORE IT IS HEREBY AGREED AS HEREUNDER:-

APPLICATION

This Agreement shall apply to all employees of the National Government whether deployed at the National or County Government level, excluding uniformed personnel in the National Defence Forces, Teachers under the Teachers Service Commission, National Intelligence Service and any other categories of staff agreed between the Government and the Union. Provided that the employees listed in Appendix "B" of the Recognition Agreement, whilst being allowed to join as members of the Union shall not be eligible to hold offices in the Union or to take part in any industrial action.

LEGISLATION

This Agreement shall be read in conjunction with the Employment Act (No.11 of 2007); the Labour Institutions Act (No. 12 of 2007); the Work Injury Benefits Act (No. 13 of 2007); the Labour Relations Act (No. 14 of 2007); Occupational Safety and Health Act (No. 15 of 2007); the Public Service Commission Act (No. 13 of 2012); the Human Resource Policies and Procedures Manual for the Public Service (2016); and any other relevant legislation, regulations and/or guidelines.

1.0 SALARY

1.1 Basic Salary

- 1.1.1 With effect from 1st July, 2017, the basic salary of all employees shall be as shown in Table 1:

Table 1: Basic Salary

Job Group	Monthly Basic Salary (Ksh.)	
	Minimum	Maximum
A-D	12,192	14,442
E	12,598	17,508
F	13,356	20,972
G	17,505	24,823
H	20,288	28,970
J	26,107	39,110
K	32,655	47,373
L	37,943	56,236
M	44,247	68,165
N	51,486	81,184

- 1.1.2 The new salary will be implemented in four phases with effect from 1st July, 2017.

2.0 ALLOWANCES

2.1 Housing and House Allowance

- 2.1.1 All employees shall receive a monthly house allowance as shown in Table 2:

Table 2: House Allowance

Job Group	Monthly Rate (Ksh.)			
	Nairobi City County	County Headquarters only	County Headquarters only	Other County Headquarters and all other areas
		Mombasa, Kisumu, Malindi, Kilifi, Lamu, Kwale and Naivasha	Nyeri, Eldoret, Kericho, Kakamega, Kisii, Embu, Nanyuki, Nakuru, Lodwar and Garissa	

	Current	New	Current	New	Current	New	Current	New
A-D	3,000	3,750	2,500	3,125	2,000	2,500	1,800	2,250
B	3,000	3,750	2,500	3,125	2,000	2,500	1,800	2,250
C	3,000	3,750	2,500	3,125	2,000	2,500	1,800	2,250
D	3,300	4,125	2,700	3,375	2,200	2,750	1,900	2,375
E	3,500	4,500	2,900	3,730	2,300	2,960	2,100	2,700
F	3,500	4,500	2,900	3,730	2,300	3,000	2,100	2,700
G	5,000	6,750	3,500	4,500	3,000	3,850	2,300	3,200
H	5,000	6,750	3,500	4,500	3,000	3,850	2,300	3,200
J	6,000	10,000	4,500	7,500	3,500	5,800	3,000	4,200
K	10,000	16,500	8,000	12,800	6,000	9,600	5,000	7,500
L	20,000	28,000	15,000	22,000	12,000	16,500	10,000	13,000
M	20,000	28,000	15,000	22,000	12,000	16,500	10,000	13,000
N	24,000	35,000	17,000	25,500	13,000	18,000	11,000	15,400

2.1.2 Where the Employer is providing housing accommodation to an employee, such employee shall pay to the employer an appropriate rent for the accommodation.

2.1.3 House allowance payable to all employees will be harmonized as per grade across all the regions with effect from 1st July, 2018.

2.2 Commuter Allowance

2.2.1 All employees shall receive a monthly commuter allowance as shown in Table 3:

Table 3: Commuter Allowance

Job Group	Monthly Rate (Ksh.)
A-F	3,000
G	4,000
H	4,000
J	4,000
K	5,000
L	6,000
M	6,000
N	6,000

2.3 Leave Allowance

2.3.1 Leave allowance shall be paid once in a Financial Year to all employees as shown in Table 4:

Table 4: Leave Allowance

Job Group	Annual Rate (Ksh.)
A-J	4,000
K	5,000
L	6,000
M	6,000
N	6,000

2.3.2 An employee stationed in any designated hardship area may proceed on leave twice a year (i.e., from 1st January to 30th June and from 1st July to 31st December) provided that the employee takes not less than half ($\frac{1}{2}$) of his/her leave entitlement. The employee will be eligible for payment of leave allowance twice per year.

2.4 Transfer Allowance

2.4.1 An employee transferred from one station to another shall be paid a transfer allowance equivalent to one (1) month's basic salary prior to the employee's release to the new station, provided that the new station is not less than forty (40km) from the old station.

2.4.2 Transfer allowance will not be paid to:

- (i) Field employees such as Surveyors, Hydrologists, Engineers, Geologist and Inspectors of Works, when moving from one camp to another;
- (ii) Employees who are posted on temporary basis (i.e. on relief duty) for a period not exceeding three months; and
- (iii) Employees who are transferred on their own request to suit their own convenience.

2.5 Baggage Allowance

2.5.1 When travelling on first appointment, transfer or termination of appointment, an officer shall be provided with a government vehicle to transport his luggage.

2.5.2 In the absence of a vehicle, the officer will be eligible for a baggage allowance in accordance with the provisions of the Human Resource Policies and Procedures Manual.

2.6 Daily Subsistence Allowance

2.6.1 All employees traveling on duty within and outside the country shall be paid Daily Subsistence Allowance (Local/Foreign) at rates as shall be determined by the Government from time to time.

2.7 Non-Practice Allowance

2.7.1 Non-practice allowance shall be paid to Doctors (Medical Officers, Dental Officers and Pharmacists) as shown in Table 5:

Table 5: Non-Practice Allowance Payable to Doctors

Job Group	Monthly Rate (Ksh.)
L	12,000
M	19,000
N	32,000

2.7.2 Non-practice allowance shall be paid to Lawyers under the State Law Office as shown in Table 6:

Table 6: Non-Practice Allowance Payable to Lawyers

Job Group	Monthly Rate (Ksh.)
SL 1 and SL2	15,000

2.8 Extraneous Allowance for Health Workers

2.8.1 Extraneous allowance shall be paid to health workers as shown in Table 7:

Table 7: Extraneous Allowance Payable to Health Workers

Staff Category	Job Group	Urban Area Monthly Rate (Ksh.)	Rural Area Monthly Rate (Ksh.)	Hardship Area Monthly Rate (Ksh.)
Doctors, Dentists, Pharmacists and Anesthetics (including Clinical Officer and Nurse Anesthetists)	N and below	30,000	35,000	40,000
Clinical Officers and Nurses	G-J	15,000	20,000	25,000
	K-M	20,000	25,000	30,000
	N	25,000	30,000	35,000
Technologists	G-J	15,000	20,000	25,000

and Technicians	K-M	20,000	25,000	30,000
	N	25,000	30,000	35,000
Other Para Medics	All	7,000	10,000	15,000
Drivers deployed in Health Facilities	All	7,000	7,000	10,000
Mortuary Attendants	All	10,000	10,000	12,000
Support Staff	All	5,000	5,000	8,000

2.9 Hardship Allowance

2.9.1 An employee stationed in any of the designated hardship areas shall be paid a hardship allowance as shown in Table 8:

Table 8: Hardship Allowance

Job Group	Monthly Rate (Ksh.)
A	2,800
B	3,000
C	3,000
D	3,300
E	3,700
F	4,300
G	5,700
H	6,600
J	8,200
K	10,900
L	12,300
M	14,650
N	17,100

2.10 Health Risk Allowance

2.10.1 Health Risk Allowance shall be paid to health workers as shown in Table 9:

Table 9: Health Risk Allowance

Staff Category	Job Group	Monthly Rate (Ksh.)
Doctors	N and below	20,000
Nurses	All	3,850
Clinical Officers	All	3,000
Laboratory Technicians	All	3,000

Mortuary Attendants	All	2,000
Chemists	All	2,000
Physiotherapists	All	2,000
Occupational Physiotherapists	All	2,000
Biomedical Engineer/Technologists	All	2,000
Medical Records/ Information Officers	G – N	2,000
Radiographers	H – N	2,000
Radiation Protection Officers	J – N	2,000
Community Oral Officer	H-N	2,000
Entomologist	K-N	2,000
Public Health Officers	L- N	2,000
Public Health Officers/Technicians	G-N	2,000
Orthopedic	N and below	2,000

2.11 Emergency Call Allowance

2.11.1 Doctors (Medical Officers, Dentists, and Pharmacists) and Medical Officer Interns deployed in hospitals shall be paid Emergency Call Allowance as shown in Table 10:

Table 10: Emergency Call Allowance Payable to Doctors

Job Group	Monthly Rate (Ksh.)
L (Medical Officer Interns)	66,000
M-N	72,000

2.11.2 Emergency call allowance shall be paid to all Clinical Officers at the rate of Ksh.10,000/- per month.

2.12 Health Service Allowance

2.12.1 The following cadres shall be paid a Health Service Allowance as shown in Table 11:

Table 11: Health Service Allowance

Cadre	Job Group	Monthly Rate (Ksh.)	Job Group	Monthly Rate (Ksh.)
Clinical Officers	G - L	20,000	M and N	15,000
Health	G - L	20,000	M and N	15,000

Administrative Officers				
Laboratory Technologists	G - L	20,000	M and N	15,000
Laboratory Technicians	G - L	20,000	M and N	15,000
Pharmaceutical Technologists	G - L	20,000	M and N	15,000
Plaster Technologists	G - L	20,000	M and N	15,000
Occupational Physiotherapists	G - L	20,000	M and N	15,000
Biomedical Engineer/ Technologists	G - L	20,000	M and N	15,000
Medical Records Officers	G - L	20,000	M and N	15,000
Radiology Technologists	G - L	20,000	M and N	15,000
Nutritionists	G - L	20,000	M and N	15,000
Community Oral Health Officers	G - L	20,000	M and N	15,000
Medical Social Workers	G - L	20,000	M and N	15,000
Public Health Officers	G - L	20,000	M and N	15,000
Public Health Officers/Technicians	G - L	20,000	M and N	15,000
Orthopedic Technologists	G - L	20,000	M and N	15,000
Dental Technologists	G - L	20,000	M and N	15,000
Mortuary Attendants	D - F	7,500	-	-

2.13 Nursing Service Allowance

Nursing Service Allowance shall be paid to all Nurses as shown in Table 12:

Table 12: Nursing Service Allowance

Job Group	Monthly Rate (Ksh.)
G - L	20,000
M and above	15,000

2.14 Risk Allowance for Veterinary Personnel

2.14.1 Veterinary personnel shall be paid Risk Allowance as shown in Table 13:

Table 13: Risk Allowance payable to Veterinary Personnel

Designation	Job Group	Monthly Rate (Ksh.)
Veterinary Officers	N and below	5,000
Assistant Animal Health Officers I	K	3,850
Livestock Health Assistant II/I/Snr.	G/H/J	3,850
Senior Lab. Technician	L	3,000
Zoologists	K - L	3,000
Lab. Technician I	K	3,000
Lab. Technician II	H	3,000
Lab. Technician III	G	3,000
Junior Livestock Health Assistant III/II/I	D/E/F	2,000
Lab. Technician Assistant IV/III/II/I	D/E/F	2,000

3.0 APPOINTMENT AND CONFIRMATION

3.1 Probationary Appointment and Confirmation

3.1.1 All unionisable employees shall serve a probationary period of six (6) months. Such an employee shall be confirmed into permanent employment upon successful completion of the probationary period.

3.1.2 Any party wishing to terminate the contract during the probationary period shall issue to the other party one (1) month notice or payment of one (1) month basic salary in lieu of notice.

3.2 Letter of Appointment

3.2.1 An employee appointed to a pensionable establishment shall be issued with a letter of appointment and on successful completion of probationary period be confirmed in appointment.

3.2.2 An employee previously appointed on contract terms may be appointed directly to pensionable establishment without the necessity of serving on probation, provided there is no break between the expiry of the contract and the new appointment.

3.3 Appointment on Probation to Pensionable Establishment

3.3.1 Where vacancies exist in the pensionable establishment, candidates recruited to fill such vacancies shall be appointed on probation in accordance with the provisions of Section B.16 of the Human Resource Policies and Procedures Manual.

3.3.2 An employee appointed on probation to the pensionable establishment must be regarded as being on assessment with a view to learning his work and being tested as to his suitability for it. It is the duty of the senior officers to ensure that every employee on probation is given adequate opportunities to qualify for confirmation in appointment.

3.3.3 At least one (1) month before the expiry of the probationary period, the Authorized Officer should consider in the light of the reports on the employee's conduct and capabilities whether or not the employee is suitable for confirmation.

3.3.4 Where an employee's performance is unsatisfactory, the employee shall be informed in writing and the probation period may be extended to a maximum period of three (3) months.

3.3.5 Should the employee's performance fail to improve on expiry of the extended probation period, his/her probationary appointment shall be terminated in accordance with the Public Service Commission regulations.

3.3.6 Where an employee has served on terms other than pensionable and is subsequently appointed on pensionable post, the terms of service may be translated to pensionable from the date the officer was placed on a pensionable post. The employee will however, not be required to serve the probationary period in accordance with this regulation.

3.4 Confirmation in Appointment and Admission to Pensionable Establishment

3.4.1 An officer appointed to the Service in a pensionable post will be confirmed in appointment and admitted into the permanent and pensionable establishment on completion of probationary period of six (6) months satisfactory service.

3.4.2 Service on contract terms may be taken into account in full as probationary service, in the case of an officer who has been appointed on probation to pensionable establishment without a break in service.

3.4.3 Procedure for Confirmation in Appointment

The powers of confirmation of all officers in their appointments are delegated to Authorized Officers and will be exercised on the advice of the appropriate Human Resource Management Advisory Committee. However, extension and termination of probationary appointments will be dealt with in accordance with the powers delegated by the Public Service Commission.

3.4.4 The Supervisor will make a report on the officer's suitability for confirmation or otherwise at least one (1) month before the end of the probationary period and inform the officer accordingly.

3.4.5 Where the Supervisor fails to submit a report during the probationary period, the officer shall be confirmed in appointment.

3.5 Office Hours

3.5.1 Officers are required to work for forty (40) hours spread over five (5) days in a week. Government office hours are as follows:

(i) **Nairobi and all other Regions (excluding Coast and Northern Kenya)**

Monday to Friday:

Morning: 8.00 a.m. to 1.00 p.m.

Afternoon: 2.00 p.m. to 5.00 p.m.

(ii) **Coast Region and Northern Kenya**

Monday to Friday:

Morning: 7.45 a.m. to 12.30 p.m.

Afternoon: 2.00 p.m. to 4.30 p.m.

3.5.2 Though the general office hours will be as stated above, utilization of staff outside these hours when there is need for their services will not be restricted, provided the employee renders a minimum of forty (40) hours per week.

4.0 CAREER PROGRESSION GUIDELINES

4.1 Career Progression Procedures

- 4.1.1** The employer shall, within the life of this Agreement, institute measures to develop and/or review career progression guidelines for all employees in the Service.
- 4.1.2** The development and/or review of such career progression guidelines shall be done with full representation and participation of all stakeholders.
- 4.1.3** The career progression guidelines shall be reviewed, as often as appropriate but in any case, not later than five years after the last review, to respond to the changing national, regional and labour market dynamics.

5.0 PROMOTION

5.1 Promotion Procedures

- 5.1.1** The authorities empowered to approve promotions of an employee in the Civil Service are set out in the Human Resource Policies and Procedures Manual.
- 5.1.2** In selecting candidates for promotion, regard will be given to merit and ability as reflected in work performance and results, as well as seniority, experience and official qualifications.
- 5.1.3** Promotions made under delegated powers must be processed through the appropriate Ministerial Human Resource Management Advisory Committee.

6.0 LEAVE

6.1 Annual Leave

- 6.1.1** An employee will be eligible for annual leave at the commencement of a 'leave year' except in the case of a newly appointed officer who will be required to complete a minimum of three (3) months before being granted annual leave. Current "leave year" commences on 1st July and ends on 30th June the following year.
- 6.1.2** All employees will be entitled to thirty (30) days leave.

- 6.1.3** Annual leave for a newly appointed employee will be calculated on a pro-rata basis only for the year of appointment.
- 6.1.4** Annual leave excludes Saturdays, Sundays and Public Holidays
- 6.1.5** Annual leave is usually not accummable. However, an employee may, if s/he so wishes, carry forward from one leave year to another not more than one-half of his annual leave entitlement. This arrangement is intended to enable an officer to reserve a portion of his/her annual leave to be taken in an emergency.
- 6.1.6** Annual leave must be taken within the year it falls due or forfeited. Deferment of annual leave from one leave year to another will not be permitted save in very exceptional circumstances with the prior approval of the Authorized Officer.
- 6.1.7** An employee may avail himself/herself for annual leave at any time during the "leave year" but will not be eligible for such annual leave if he/she is not returning for further service for a minimum period of three (3) months. This condition will not, however, apply to an employee whose appointment is determined by the Government within three months of his return from annual leave or to an employee who resigns his appointment at the end of a leave year after having availed himself of his/her annual leave, or an employee proceeding on retirement.

6.2 Sick Leave

- 6.2.1** Sick leave is defined as the approved absence of an Officer from duty on account of illness and includes weekends and public holidays.
- 6.2.2** A medical certificate signed by a Medical Officer must be produced in every case of absence on account of illness.
- 6.2.3** Sick leave may be authorized in accordance to the provisions in the Human Resource Policies and Procedures Manual
- 6.2.4** An employee who by virtue of the definition of "workman" qualifies for sick leave on half pay in terms of Work Injury Benefits Act and/or Workmen's Compensation Act (Cap. 236) may be granted such leave in accordance with the law.

6.3 Convalescent Leave

6.3.1 Convalescent leave means a period of absence from duty granted on the recommendation of a Government Consultant/Medical Officer for recuperative purposes immediately following an illness.

6.3.2 Convalescent leave in excess of six (6) weeks will require confirmation of the Director of Medical Services or his representative.

6.4 Rates of Sick/Convalescent Leave

6.4.1 An employee may be granted sick/convalescent leave in a "leave year", subject to the maximum period indicated below, provided it is certified that there is a reasonable prospect of eventual recovery and fitness for duty.

(i) All employees serving on permanent and pensionable or contract terms of service and support staff will be granted up to three (3) months leave on full pay followed by three (3) months on half ($1/2$) pay in a leave year; and

(ii) All other employees serving on temporary terms of service, up to one (1) month on full pay followed by one (1) month on half ($1/2$) pay in a leave year.

6.5 Sick/Convalescent Leave caused by employee's own neglect or misconduct

6.5.1 In the case of sick leave and/or convalescent leave rendered necessary by an employee's own neglect or misconduct, his/her full salary may be forfeited for the whole period of absence from duty.

6.6 Maternity Leave

6.6.1 A female employee who is required to be absent from duty on account of confinement will be granted maternity leave with full salary for a maximum period of ninety (90) calendar days, which is exclusive of the annual leave due for the year.

6.6.2 An application for maternity leave should be submitted to the Authorized Officer supported by a Medical Certificate indicating the date on which Maternity Leave should commence.

6.6.3 Should it be necessary to extend maternity leave beyond the prescribed period of ninety (90) calendar days, such extension shall be granted in accordance with the provisions of the Human Resource Policies and Procedures Manual.

6.7 Paternity Leave

6.7.1 An employee will be eligible for paternity leave as provided in the Human Resource Policies and Procedures Manual.

6.8 Special Leave for Sportspersons

6.8.1 An employee who is selected to represent Kenya in National, Regional or International sports fixtures will be granted special leave with full salary for the necessary period of his/her training and subsequent participation in sports.

6.8.2 The special leave will not be counted against annual leave entitlement and will be approved by the Authorized Officer/Head of Department to the Ministry in which the sportsperson is employed, in consultation with the Authorized Officer in the State Department responsible for sports.

6.9 Compassionate Leave

6.9.1 An employee who has exhausted his/her annual leave entitlement may be granted compassionate leave for ten (10) working days in a leave year on compassionate grounds.

6.9.2 An officer will be eligible for compassionate leave in the event of death of a parent, spouse, child or sibling.

6.10 Unpaid Leave

6.10.1 Unpaid leave may be granted by Authorized Officer on recommendation of the respective Human Resource Management Advisory Committee in accordance with the provisions of the Human Resource Policies and Procedures Manual.

6.11 Festive Holidays

6.11.1 Leave of absence in the occasion of religious festival may be granted in accordance with the provisions of the Human Resource Policies and Procedures Manual.

6.12 Terminal Leave

6.12.1 An officer who is due for retirement shall be entitled to terminal leave, in addition to annual leave in accordance with the provisions of the Human Resource Policies and Procedures Manual.

7.0 PERFORMANCE MANAGEMENT, TRAINING AND DEVELOPMENT

7.1 Performance management, training and development of public servants shall be done in accordance with the provisions of the Human Resource Policies and Procedures Manual.

8.0 CODE OF CONDUCT, DISCIPLINARY CONTROL AND LABOUR RELATIONS

8.1 The code of conduct, disciplinary control and labour relations shall be as stipulated in the Human Resource Policies and Procedures Manual.

9.0 WORK ENVIRONMENT, HEALTH AND SAFETY

9.1 Section 'F' of the Human Resource Policies and Procedures Manual provides guidelines and standards for the prevention and protection of officers against accidents and occupational hazards arising at their work place and the modalities for compensation for work related injuries and accidents contracted during and outside the course of work. It further provides for guidance and counselling and putting in place measures for the management of HIV/AIDS at the workplace and rehabilitation of officers who may be facing challenges of drug and substance abuse at the workplace.

10.0 MEDICAL BENEFITS

10.1 Medical Insurance Cover

10.1.1 The Government as an employer is under obligation to provide medical treatment or make provision for adequate medical care for its employees. Pursuant to this, the Government has established a Medical Insurance Cover to provide medical benefits for Civil Servants and Disciplined Services, their spouses and dependent children.

10.1.2 The provisions of Medical Cover for Civil Servants are as per Section 'D' of the Human Resource Policies and Procedures Manual. The Cover is intended to assist an officer and his/her family in maintaining good health since a healthy Civil Servant is an asset to the Government.

10.1.3 In addition, the Government shall provide medical ex-gratia assistance to cover in-patient medical expenses incurred by an officer, spouse and dependent children aged 25 years and below subject to prevailing limits, upon exhaustion of the medical cover entitlement within a financial year. All cases of ex-gratia assistance should be referred to the National Treasury for consideration and approval.

10.2 Medical Board

10.2.1 When it is necessary to convene a Medical Board on an officer with a view to determining his/her fitness for further service or otherwise, the Authorised Officer shall request the Director of Medical Services to appoint a Medical Board.

10.2.2 The Director of Medical Services will constitute a Medical Board where necessary and the Board shall be required to report within four days of the meeting. In case of dispute, the matter will be referred to the Director of Medical Services for arbitration.

10.2.3 The Director of Medical Services will be required to forward a report to the respective State Department within a period of three (3) months of submission of the case.

10.2.4 The retirement of an officer on medical grounds will be dealt with in accordance with the Public Service Commission Regulations.

11.0 WORK INJURY BENEFITS ACT (WIBA)/WORKMEN'S COMPENSATION

11.1 Work Injury/Workmen's Compensation Guidelines

11.1.1 Where an employee is injured or dies during and in the course of duty, the Employer shall comply with and fulfill all the provisions of the Work Injury Benefits Act (Act No. 13 of 2007), and or Workmen's Compensation Act, (Cap. 236), in the same manner as if these were set out in this Agreement.

12.0 UNIFORM

12.1 Guidelines for provision of Uniform

- 12.1.1** Each Accounting Officer will determine the mode and pattern of uniform suitable for the specific cadre of employees for a specific period, having regard to the nature of their duties and the cost involved.
- 12.1.2** There shall be standard uniform for drivers and support staff as shall be determined by the respective Accounting Officer.
- 12.1.3** Ministerial/Departmental issues of uniform and dates of issue must be recorded in the Stores Ledger.
- 12.1.4** All employees who are provided with official uniform will be required to maintain them in a clean and decent condition and to wear them at all times while on duty. Disciplinary action will be taken against any employee who fails to observe this Regulation.
- 12.1.5** All cadres who are entitled to uniform may claim reimbursement of the cost of dry-cleaning to two (2) pairs uniform per month or may be provided with soap for cleaning.

13.0 GENDER EQUALITY

13.1 Guidelines on Gender Equality

- 13.1.1** Matters related to gender shall be as provided in the Constitution of Kenya 2010 and other enabling laws.

14.0 TESTIMONIALS, CERTIFICATE OF LONG SERVICE FOR SUPPORT STAFF CADRE AND CERTIFICATE OF SERVICE

14.1 Testimonials and Letters of Commendation

- 14.1.1** Testimonials and commendation letters may be given by supervisors to employees as a motivation for exemplary service.

14.2 Certificate of Long Service for Members of Support Staff Cadre

- 14.2.1** Certificate of long service will be issued to members of the Support Service upon completion of twenty five (25) years of service in recognition of long service even though the employee remains in the service after that time.

14.2.2 The certificate must be signed personally by the Authorized Officer of the Ministry in which the employee is serving.

14.2.3 The forms should be kept in safe custody at Ministry Headquarters and should be issued only in accordance with the instructions contained in paragraphs 14.3.1 and 14.3.2 below. A record of forms issued should be kept in order to avoid fraudulent use.

14.3 Certificate of Service

14.3.1 Certificate of Service Form G.P. 31 will be given to an employee, on request, upon his retirement, resignation, termination of appointment or dismissal. An Authorized Officer/Head of Department, when completing the certificate should bear in mind that its main purpose is for use as a reference covering the employee's period of Government service when the time comes for him/her to seek other employment. When completing such a certificate, the Authorized Officer/Head of Department should give that information which a prospective employer might fairly expect from the person who had previously employed him.

14.3.2 The certificate will be signed by the Head of the employee's Department and countersigned by the Head of Human Resource Unit. A copy of the certificate will be filed in the employee's personal file.

14.3.3 Efficiency and general conduct should be assessed as 'Very Good', 'Good' or 'Fair'. Unless there is any reason to the contrary, general conduct should be assessed as 'Good'.

14.3.4 In the case of an employee who has not rendered satisfactory service during his employment, care should be taken to ensure that the certificate is carefully worded so as to give the employee's credit for any good qualities which he may have shown so that it does not have the effect of prejudicing the employee's chances of obtaining subsequent employment of a kind for which he may be more suitable elsewhere. Normally, it should not be necessary to add anything on the reverse of the certificate unless the employee's service has been definitely unsatisfactory, when any extenuating circumstances may be emphasized.

15.0 REDUNDANCY

15.1 Termination of Employment due to Redundancy

15.1.1 Redundancy shall be handled as provided in the Employment Act (2007).

16.0 LAST RESPECT

16.1 Contributions in cases of Death

16.1.1 In addition to the last respect provided in the Medical Insurance Cover, the Government will provide:

- (i) Free transport facilities for the deceased and immediate family members to the place of burial when an employee dies while in Service.
- (ii) Contribution of Ksh.50,000/- to defray burial expenses for a deceased employee, one spouse and up to five (5) children aged 25 years and below.

17.0 PENSION/GRATUITY

17.1 Pension Guidelines

17.1.1 Pensions/gratuity will be paid as per the provisions of the Pensions Act Cap.189 Laws of Kenya.

18.0 EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

18.1 Timeframe for the Agreement

18.1.1 This Agreement shall be effective from 1st July, 2017 and shall remain in force for a period of four (4) years. It shall continue in force unless it is amended by mutual agreement between the two parties and or replaced. Any party intending to amend this agreement shall give the other party one month's written notice and details of the amendment required.

Note: Any advisory from the Government on review of remuneration for the Civil Service will be included in the document as an addendum.

19.0 MEMBERS OF THE CENTRAL NEGOTIATING COMMITTEE

(a) Government Representatives

No.	Name	Designation
1.	Mr. Waweru Kamau	Chief Economist, Ministry of Public Service, Youth and Gender Affairs/Chairman, Government Side
2.	Mr. J. T. Gechaga	Director, Human Resource Management, Ministry of Public Service, Youth and Gender Affairs
3.	Ms. Scholastica Ndambuki	Chief State Counsel, Ministry of Public Service, Youth and Gender Affairs,
4.	Mr. Kasembeli Nasiuma	Deputy Chief Finance Officer, the National Treasury
5.	Mr. Richard O. Mwarema	Chief Economist, Ministry of Devolution and Planning
6.	Mrs. Jackline E. Meso	Senior Assistant Director, Human Resource Management and Development, Ministry of Public Service, Youth and Gender Affairs/Joint Secretary, Government Side

(b) Union Representatives

No.	Name	Designation
1.	Mr. John M. Nzau	National Chairman, Union of Kenya Civil Servants
2.	Mr. Tom M. Odege	Secretary General, Union of Kenya Civil Servants
3.	Mr. Jerry S. Ole Kina	1 st Deputy Secretary General, Union of Kenya Civil Servants
4.	Mr. Justus K. Mugo	National Treasurer, Union of Kenya Civil Servants
5.	Ms. Rehema A. Ibrahim	Deputy National Treasurer, Union of Kenya Civil Servants

20.0 COMMITMENT

The two parties hereby agree to remain committed to the terms of this Agreement until amended and or replaced.

SIGNED AND DATED AT NAIROBI THIS _____ DAY OF _____ 20 _____

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:-

- 1. Sicily K. Kariuki (Mrs.), EGH**
Cabinet Secretary
Ministry of Public Service, Youth and Gender Affairs

Signature_____ Date_____

SIGNED FOR AND ON BEHALF OF THE UNION:-

- 1. Mr. Tom Mboya Odege**
Secretary General
Union of Kenya Civil Servants

Signature_____ Date_____

- 2. Mr. John Nzau**
National Chairperson
Union of Kenya Civil Servants

Signature_____ Date_____

IN THE PRESENCE OF:-

Dr. Jacob Omolo
Independent Chairperson, Central Negotiating Committee

Signature_____ Date_____