

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TEACHERS SERVICE COMMISSION



AND

THE KENYA NATIONAL UNION OF TEACHERS (KNUT)



For TSC ..... *[Signature]* .....

*J.M.B.*

For KNUT ..... *[Signature]* / ..... *CFO* .....

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## ACCRONYMS

ASAL	Arid and Semi -Arid Lands
CBA	Collective Bargaining Agreement
COCE	Code of Conduct and Ethics for Teachers
CORT	Code of Regulations for Teachers
CSO	Curriculum Support Officer
EARC	Education Assessment Resource Centers
FKE	Federation of Kenya Employers
ILO	International Labour Organization
KNUT	Kenya National Union of Teachers
SRC	Salaries and Remuneration Commission
TSC	Teachers Service Commission



THIS AGREEMENT is made on the.....13<sup>th</sup>.....Day of .....July.....2021.

**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 19 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 freely and voluntarily have determined to regulate industrial relations between them in the interest of mutual understanding and co-operation by signing this Agreement on the terms and Conditions of employment of teachers in the public service.
- b. Regulations, policies, procedures and practices of the Employer in effect on the effective date of this Agreement dealing with matters of terms and conditions of employment, published by the Employer shall remain in force and the Employer reserves the right to make, adopt and implement other policies, rules and regulations and procedures not in conflict with the law and this Agreement.
- c. The parties agree to mutually recognize, declare and reaffirm their common commitment to maintain a collaborative relationship aimed at realizing quality teaching service in an environment of continuous improvement of terms and conditions of service for teachers.
- d. Towards meeting the needs of a progressive and competent teaching service, the parties herein express a mutual obligation and responsibility to promote quality teaching and to protect the best interest of the learners on whose behalf the parties hereto have been called to serve.

*J.M.S.*

- e. The Employer and the Union wish to declare their mutual intent to work towards the achievement of common aims as follows:
  - i. Advancement of quality teaching and standards through performance contracting and appraisal.
  - ii. The development of a system of communication and consultation designed for harmonious industrial relations between the parties.
  - iii. Protection of the best interest of learners for whom they are individually, severally and collectively held in trust.

**WHEREAS:**

- a. The Commission is the sole employer of all teachers in the public service in the Republic of Kenya; and
- b. The Union is duly recognized by the employer in accordance with the law; and
- c. Article 41 (5) of the Constitution of Kenya and Section 54 of the Labour Relations Act gives parties the right to enter into this Agreement; and
- d. The parties are desirous to establish harmonious industrial relations through agreed upon terms and conditions of service.

**NOW, THEREFORE,** in consideration of the mutual agreements herein contained, the parties do hereby covenant as follows: -

**1. DEFINITIONS AND INTERPRETATIONS**

**“Agent”** means any person or body appointed by the Commission in accordance with section 20 of the Teachers Service Commission Act;

**“Allowance”** means a monetary compensation paid to a member in addition to the basic salary;

**“Basic salary”** means the amount of money paid to a member 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.

**“Commission”** means the Teachers Service Commission

**“Dismissal”** means the decision by the Commission to terminate the services of a member pursuant to due process under the CORT;

**“Family”** means teacher-teacher marriage;

**“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 curriculum, policy and professional practices;

**“Industrial action”** means a strike or lockout;

**“Performance appraisal system”** means a process of evaluation of a member’s performance over a period of time based on agreed performance standards;

**“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;

**“Member”** shall mean a person trained and registered as a teacher as provided for in law and has subscribed to the union.

**“Union”** means the Kenya National Union of 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 members aimed at improving the teaching standards and performance of teachers in public service.

2.2 This Agreement is intended to facilitate structured and constructive social dialogue between parties for the purpose of maintaining industrial peace and harmony in the education sector.

## 3. EFFECTIVE DATE AND DURATION

3.1 The term of this Agreement shall commence on **1<sup>st</sup> JULY, 2021**.

3.2 This Agreement shall remain in force for a period of **four (4) years** with effect from **1<sup>st</sup> JULY, 2021 to 30<sup>th</sup> June 2025**.

3.3 Notwithstanding **Clause 3.2** herein above, this Agreement shall remain in force and bind upon parties until and unless by mutual consent of both parties, it is either reviewed or repealed by a new one.

## 4. CODE OF REGULATIONS & CODE OF CONDUCT AND ETHICS FOR TEACHERS

The Code of Regulations for Teachers and Code of Conduct and Ethics for Teachers shall form an integral part of this Agreement.

## 5 PROBATION PERIOD

Parties hereby agree that they shall be guided by the probation terms under Regulation 61 of CORT.

## 6 OBLIGATIONS OF THE 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 and the law.

6.1.2 To implement this Agreement once registered in Court.

6.1.3 To expeditiously implement bipartite settlements, agreement and decisions.



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

## 6.2 Obligations of the Union

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

6.2.2 To ensure that the union's representatives/officials do not engage or cause their members to engage in any union activities in the course of their official duties that may disrupt learning and duties of its members;

6.2.3 To ensure that the union and its representatives/officials obtain permission of the Commission in the event of activities that may disrupt learning, school programmes and activities in line with prevailing policies of the Commission.

6.2.4 Not to engage in any activities or programmes which contravene this Agreement;

6.2.5 To ensure that the union's collective grievances are reported and/or communicated by its Secretary General directly to the Commission Secretary for remedial action;

6.2.6 To encourage professionalism in the teaching service by discouraging its members from: -

- a) Causing damage to institutional property during industrial action
- b) Intimidating their colleagues who are not participating in industrial action.
- c) Denying employer's officers/agents access to Institutions of learning during industrial action.
- d) 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 members shall be directly negotiated by both the employer and the union in strict adherence to the provisions of Articles 41,

237, and 230(4) of the Constitution of Kenya. Accordingly, parties hereby agree to the following monetary benefits: -

#### 7.1 Basic Salary

7.1.1 Basic salary shall be paid as per **Appendix 1**.

7.1.2 Parties mutually agree that the employer shall continue to pay annual increments to members to compensate them for annual inflation.

#### 7.2 Commuter Allowance

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

#### 7.3 Disability Guide Allowance

Disability Guide Allowance shall be payable at the rate of Kenya Shillings **Twenty Thousand (20,000)** per Month as per **Appendix 3** to members who are blind, deaf and those confined to wheelchairs by virtue of their disability.

#### 7.4 Leave Allowance

Leave allowance shall be payable as per **Appendix 4** to all members once per annum.

#### 7.5 House Allowance

House Allowance shall be payable as per **Appendix 5** to members.

#### 7.6 Hardship Allowance

Hardship Allowance shall be payable as per **Appendix 6** to members assigned duties in designated hardship areas.

#### 7.7 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 to members: -

#### 8.1 Transfer allowance

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

## 8.2 Travelling expense.

Reimbursement of travelling expenses shall be paid as per Regulations 98, 99, 100, 101, 102 and 103 of the CORT.

## 9 PROMOTIONS

9.1 Parties agree that promotion of members shall be in accordance to Career Progression Guidelines in force.

9.2 To standardize the terms and conditions of service and align the grading structure with the Job Evaluation results of 2016, parties hereby mutually agree to replace the Schemes of Service for Teachers and to formally adopt the provisions of the Career Progression Guidelines as per the employer's **Circular No. 7 of 2018** dated **2<sup>nd</sup> May 2018** at **Appendix-7**.

9.3 Further, the employer shall endeavor to promote members serving in ASAL and hard to staff areas holding administrative positions progressively until they attain grades that are commensurate to their respective positions. Meanwhile, they shall be retained in their current stations/areas until attainment of the substantive grades.

9.4 For purposes of clause 9.3 above, ASAL and hard to staff areas shall include:

- a) Baringo North, Tiaty East, Tiaty West and Marigat sub-counties in Baringo County.
- b) Garissa County
- c) Suba and Mbita sub-counties in Homa Bay County
- d) Isiolo County
- e) Mashuuru, Loitoktok and Kajiado West sub-counties in Kajiado County
- f) Kwale County
- g) Magarini and Ganze in Kilifi County
- h) Lamu County
- i) Mandera County

- j) Marsabit County
- k) Mumoni, Mutito North and Tseikuru Sub-Counties in Kitui County
- l) Narok South and Narok North sub-counties in Narok County
- m) Samburu County
- n) Taita Taveta County
- o) Tana River County
- p) Turkana County
- q) Wajir County
- r) West Pokot County

## 10 TRANSFERS

10.1 The parties agree that transfer of members shall be done in line with Part V of the Code of Regulation for teachers.

10.2 Further, in promotion of family values provided for under **Article 45** of the Constitution of Kenya, the Commission shall consider transfer requests for married couples to appropriate stations/ locations subject to:

- 10.2.1 Availability of vacancies in the proposed station;
- 10.2.2 The need for a suitable replacement;
- 10.2.3 Need for equitable distribution and optimal utilization of teachers;
- 10.2.4 Existing staffing norms; and
- 10.2.5 Proof of marriage.

## 11 LEAVES

11.1 The parties agree that members shall take leaves as provided under Part X of the Code of Regulations for Teachers.

11.2 Notwithstanding clause 11.1 herein above, a female member shall be entitled to maternity leave of **one hundred and twenty (120) calendar days** with full salary pay with effect from the date of delivery.



11.3 The Commission shall grant members a pre-adoptive leave of **forty five (45) calendar days** with full salary pay from the date of adoption.

11.4 The Commission shall grant male members paternity leave of **Twenty One (21) calendar days** with full salary pay once a year.

## 12 PUBLIC HOLIDAYS

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

## 13 PERFORMANCE MANAGEMENT AND EVALUATION

13.1 In recognition of the fundamental shift in policy in public service and with a view to promote, enhance and maintain high performance standards in the teaching service, parties hereby agree that the Commission shall implement continuous Teacher Professional Development Programmes and Performance Evaluation system.

13.2 To this end, in compliance with **Regulation 48 (1)** of the **CORT**, parties reiterate that every member shall undertake the Professional Teacher Development programmes prescribed by the Commission from time to time.

13.3 Further in compliance with **Regulation 49 (1)** of the **CORT**, parties reiterate that every member who successfully completes a professional teacher development programme as provided in clause 13.2 above shall be issued with a teaching certificate by the Commission as evidence of compliance.

13.4 Parties agree that the Commission shall undertake performance evaluation of all members as per the Code of Regulations for Teachers.

13.5 The Commission undertakes to comply with Part IV of the Code of Regulations for Teachers in developing and facilitating career development programs with a view to enhance productivity among members.



#### 14 CAREER PROGRESSION

Parties agree that career progression shall be based on the Career Progression Guidelines in force.

#### 15 DISCIPLINE

The parties have agreed that the Discipline of members shall be undertaken as provided under Part XI of the Code of Regulations for Teachers and Code of Conduct and Ethics for Teachers.

#### 16 EXIT FROM THE TEACHING SERVICE

16.1 A member may exit service through any of the following means: -

- 16.1.1 Resignation
- 16.1.2 Retirement
- 16.1.3 Redundancy
- 16.1.4 Termination
- 16.1.5 Dismissal
- 16.1.6 Transfer of service
- 16.1.7 Release to other organizations
- 16.1.8 Death

16.2 The parties have agreed that the exit from service by members shall be undertaken as provided under Part XII of the Code of Regulation for Teachers.

#### 17 CERTIFICATE OF SERVICE

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

#### 18 WORK INJURY BENEFITS

A member 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.

## 19 GRIEVANCE HANDLING PROCEDURE.

- 19.1 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 sector.
- 19.2 Accordingly, parties agree to exhaust all the Alternative Dispute Resolution mechanisms provided under the Labour Relations Act and any other relevant law before resorting to any form of industrial action.
- 19.3 In case 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.

## 20 INDUSTRIAL ACTION

- 20.1 In the event of an industrial action, Parties shall adhere to Part VIII and Part X of the Labour Relations Act.
- 20.2 With a view to maintain the nobility of the teaching profession, parties agree that in the event of an industrial action, they shall conduct themselves with dignity, civility and decorum, protect the property of the school and safeguard the safety of learners directly or indirectly through their respective officers, representatives and/or members.

## 21 NON-DISCRIMINATION

Parties to this Agreement shall be bound by the provisions under regulation 16 of the Code of Regulation for teachers on Non-Discrimination.

## 22 SEXUAL HARASSMENT

Parties shall be guided by the Sexual Harassment clauses in the Commission's Gender Policy revised in 2011 and regulation 23 of the Code of Conduct and Ethics for Teachers.

*[Handwritten signature]*

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## 23 REVIEW OF RECOGNITION AGREEMENTS

- 23.1 Taking into consideration the new constitutional and statutory framework in the labour sector and the provisions of ILO Convention 98 on the right to organize and collectively bargain, parties hereby mutually agree:
- 23.1.1 To jointly review their Recognition Agreement to align it with the obtaining constitutional, institutional and legal framework in the teaching service.
- 23.1.2 That the review of the Recognition Agreement will enable the union to have a defined constituency protected by law.
- 23.1.3 That parties will engage in structured negotiations for specific and defined constituency of the Union as required by law.
- 23.1.4 That the reviewed recognition agreement shall form part and parcel of this Agreement and shall be registered in the Employment and Labour Relations Court as an addendum to this Agreement.

## 24 AMENDMENT/VARIATION

- 24.1 In the event that any provisions of this Agreement are to be modified after the Agreement has been signed, the modifications shall be by mutual consent of parties, made in writing and signed by the authorized representatives of the Parties.
- 24.2 Notwithstanding sub-clause 24.1 above, any variation and/or amendment of this agreement affecting remuneration and benefits shall be subject to the Salaries and Remuneration Commission's advice.

## 25 GOVERNING LAW AND JURISDICTION

This Agreement shall be subject to the laws of Kenya and parties shall submit to the jurisdiction of the Kenyan Courts where appropriately invoked.

## 26 COSTS

Each party shall bear its own costs incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

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APPENDICES

APPENDIX 1: BASIC SALARY

Grade	TSC Scale	Basic Salary p.m.		No. of notches
		Minimum	Maximum	
B5	5	21,756	27,195	6
C1	6	27,195	33,994	6
C2	7	34,955	43,694	6
C3	8	43,154	53,943	6
C4	9	52,308	65,385	7
C5	10	62,272	77,840	7
D1	11	77,840	93,408	7
D2	12	91,041	109,249	7
D3	13	104,644	125,573	7
D4	14	118,242	141,891	7
D5	15	131,380	157,656	7

APPENDIX 2: COMMUTER ALLOWANCE

Grade	TSC Scale	Commuter Allowance p.m.
B5	5	4,000
C1	6	4,000
C2	7	5,000
C3	8	6,000
C4	9	8,000
C5	10	8,000
D1	11	12,000
D2	12	12,000
D3	13	14,000
D4	14	14,000
D5	15	16,000



**APPENDIX 3: DISABILITY GUIDE ALLOWANCE**

Grade	TSC Scale	Disability Guide Allowance p.m
B5	5	20,000
C1	6	20,000
C2	7	20,000
C3	8	20,000
C4	9	20,000
C5	10	20,000
D1	11	20,000
D2	12	20,000
D3	13	20,000
D4	14	20,000
D5	15	20,000

**APPENDIX 4: LEAVE ALLOWANCE**

Grade	TSC Scale	Annual Leave Allowance p.a
B5	5	4,000
C1	6	4,000
C2	7	6,000
C3	8	6,000
C4	9	6,000
C5	10	6,000
D1	11	10,000
D2	12	10,000
D3	13	10,000
D4	14	10,000
D5	15	10,000

### APPENDIX 5: HOUSE ALLOWANCE

Grade	TSC Scale	Hse1 Nairobi	Hse2 -Major Municipalities- Mombasa, Kisumu, Nakuru, Nyeri, Eldoret, Thika, Kisii and Kitale	Hse3 -Other former Minor Municipalities	Hse4 -all other areas
B5	5	6,750	4,500	3,850	3,200
C1	6	10,000	7,500	5,800	4,200
C2	7	16,500	12,800	9,600	7,500
C3	8	28,000	22,000	16,500	13,000
C4	9	28,000	22,000	16,500	13,000
C5	10	35,000	25,500	18,000	15,400
D1	11	45,000	28,000	21,000	16,800
D2	12	45,000	28,000	21,000	16,800
D3	13	45,000	28,000	21,000	16,800
D4	14	45,000	28,000	21,000	16,800
D5	15	50,000	35,000	25,000	20,000

### APPENDIX 6: HARDSHIP ALLOWANCE

Grade	TSC Scale	Hardship Allowance p.m
B5	5	6,600
C1	6	8,200
C2	7	10,900
C3	8	12,300
C4	9	14,650
C5	10	17,100
D1	11	27,300
D2	12	27,300
D3	13	31,500
D4	14	31,500
D5	15	38,100

# TEACHERS SERVICE COMMISSION

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Web: [www.tsc.go.ke](http://www.tsc.go.ke)

When replying please quote

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TSC/ADM/192A/VOL.IX/37



TSC HOUSE  
KILIMANJARO ROAD  
UPPER HILL  
PRIVATE BAG- 00100  
NAIROBI, KENYA

Date: 2<sup>nd</sup> MAY 2018

## CIRCULAR NO:7/2018

TO: All TSC County Directors  
All TSC Sub-County Directors  
All Principals, National Polytechnics  
All Principals, Technical Training Institutes  
All Principals, Institutes of Science & Technology  
All Principals, Diploma Teacher Colleges  
All Principals, Primary Teacher Training Colleges  
The Director, CEMASTE  
The Director, Kenya Institute of Special Education  
The Chairperson, KEPSHA  
The Chairperson, KESSHA

## CAREER PROGRESSION GUIDELINES FOR THE TEACHING SERVICE

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The Commission has developed Career Progression Guidelines for the teaching service which became operational with effect from 8<sup>th</sup> November, 2017.

These Guidelines provide for the policies and procedures that have standardized teachers' professional development. The grading structure has taken into account the Job Evaluation report.

The Guidelines provide all basic requirements for career progression, training and promotion of teachers.

*AM*

Pathways for teachers have been defined and clear job descriptions/specifications have been provided at every level.

The Guidelines have provided the broad framework in school management, administration and ensure that curriculum implementation is structured and every teacher is clear on what is expected upon joining the teaching career.

The Guidelines effectively replaces the following:

- (i) Schemes of Service for non-Graduate teachers
- (ii) Schemes of Service for Graduate teachers
- (iii) Schemes of Service for Technical teachers and Lecturers

The comprehensive Career Guidelines have been uploaded for access on the TSC Website [www.tsc.go.ke](http://www.tsc.go.ke). All teachers and Education stakeholders are advised to read the provisions in the Guidelines.

The following are the major highlights:-

- (i) Minimum entry requirement for entry into the teaching profession;
- (ii) Basic requirement for promotion from one grade to another;
- (iii) Entry to Administrative Grade;
- (iv) Additional responsibilities for School Administrators; and
- (v) Requirements for deployment to teach in:-
  - (a) Primary School
  - (b) Secondary School
  - (c) Teacher Training College
  - (d) Special Institution
  - (e) Centre for Mathematics, Science and Technology Education in Africa (CEMASTEIA)
  - (f) Kenya Institute of Special Education (KISE)
  - (g) Technical Colleges and Polytechnics

R/M



All employees of the Commission and any prospective professional teacher is advised to note the strict entry requirements that form the standards for the teaching profession.

  
**DR NANCY NJERI MACHARIA, CBS**  
**SECRETARY/CHIEF EXECUTIVE**

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