

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MINISTRY OF HEALTH

REPUBLIC OF KENYA

AND

KENYA MEDICAL PRACTITIONERS,

PHARMACISTS & DENTISTS' UNION

(KMPDU)



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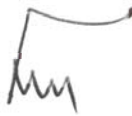
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This Collective Bargaining agreement (hereinafter referred to as the Agreement), is by and between the Kenya Medical Practitioners Pharmacists and Dentists' Union (KMPDU - hereinafter referred to as the Union) and the Government of Kenya, through the Ministry of Health (hereinafter referred to as the Ministry); collectively hereinafter referred to as the Parties.

PREAMBLE

The parties, meeting together in free and voluntary association, have determined to regulate the relations between them in the interest of promotion of sound industrial relations, the economic well-being of the workers and the employer and overall improvement of healthcare service delivery in the public health sector. In order to achieve these objectives they have agreed to enter into the following Collective Bargaining Agreement freely and voluntarily negotiated between them and the joint negotiating committee.

This agreement is made in the interest of the health of the Kenyan people.



NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS;

ARTICLE 1 – TERMS OF THE AGREEMENT

Effective Date and Duration of Agreement

1. This agreement shall include provisions of all previous agreements between the parties except where those provisions have been amended herein.
2. In the event of a conflict between this Agreement and any other previous agreement, this Agreement shall prevail.
3. This Agreement shall be effective from 1st July 2013 and shall remain in force for a period of two years until amended or renewed as provided for herein.
4. The Union shall submit its proposals for the next negotiation to the Employer not less than 90 days before the expiry of the existing Agreement.

Waiver Clause

1. Regardless of any procedure set forth in this agreement, the signatory parties may mutually agree upon any method for achieving goals; or resolving any question, controversy, claim or matter of difference related to this agreement or the performance or breach of any part thereof.
2. Any such mutual agreement shall constitute a waiver which shall be documented in writing and signed by the authorized officers of both parties.

Severability Clause

1. Any provision inconsistent with or contrary to laws of Kenya shall be considered as invalid to the extent of the inconsistency without harm to the remaining provisions of the agreement.
2. If any section of this Agreement is held invalid by operation of law or by any court of law or tribunal of competent jurisdiction or if compliance with or enforcement of any section is restrained by such court of law or tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations within a period of thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such section.








Amendment

1. This agreement may be amended by both parties by giving a 30 day notice of the intended amendment.
2. The amendment shall be in writing and signed by the designated representatives of both parties.

Labour Management Committee

1. A committee is hereby established under this agreement.
2. This committee shall be composed of three members from the Ministry and three members from the Union.
3. This committee shall meet once every three months to monitor the progress in implementation of the agreement.
4. This committee shall be convened by either party to resolve any dispute in the interpretation, application or execution of this agreement.

Dispute resolution

1. In the event the labor management committee fails to resolve the dispute in the interpretation, application or execution of this agreement, the dispute shall be reported to the ministry responsible for labor relations in line with the labour laws.



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ARTICLE II: UNION RIGHTS

Representation

The Union shall represent its members in any institution under the Ministry whose functions include labour relations, health care policy making, health care implementation, and research.

Check Off

1. The Ministry shall deduct from union members and convey to the union, a trade union fee that will be determined by the Union through its structures and stipulated in Appendix B of this Agreement.
2. The Ministry shall also deduct and forward to the Union, agency fee from beneficiaries of this agreement who are not members of the union upon gazettement by the Ministry of Labour to that effect.
3. Deduction of agency fees will be effective with execution of the agreement on 1st July 2013.
4. The subscriptions so deducted by the Ministry shall be paid direct to the Bank account nominated by the Union within ten (10) days of the deductions.
5. Any employee who is also a member of the Union may revoke the check-off by resigning his/her membership from the Union in writing. However any such member will immediately upon this resignation be deducted agency fees.
6. The Ministry shall not discourage new appointees from becoming union members and will where possible assist Union officials with the administrative requirements.

Information & Data

1. The Union shall have the right to access any information or data that may be of concern to the Union's membership. The Ministry shall, upon request, furnish the Union with such information provided that the provision of such information is within the law.
2. The information shall be provided without undue delay and in any case within five working days or any other duration mutually agreed to by the two parties.







Meeting Places

1. The Union shall have the right to meet its members in their places of work provided that such meetings are held outside work hours, law and order is maintained and the Medical Superintendent is notified in advance.

Provisions for Union Officials

1. Union officials called to serve in the Union's National executive council shall be granted unpaid leave, upon their written request, from the Ministry for the entire duration of their term in office.
2. Union officials serving in the Union's Branch Executive Committees shall not be transferred for the duration of their term in office unless through a request in writing by the said official.



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ARTICLE III: DOCTORS RIGHTS

Employee classification – Job Groups

1. Doctors shall retain the current Job Grades categories as set out by the Public Service Commission.
2. Job groups: The parties did not reach an agreement on this matter. The following are the two positions;

(a) Union's position:

The entry level for doctors (Interns) shall be set at Job Group 'M' up from the current job group 'L'. Progression will then follow the public service grading system moving to job group N as medical officers upon completion of internship. Serving officers shall be converted upwards by one job group to align with this progression.



(b) Ministry's position:

Doctor interns shall continue to enter the service at Job Group 'L'. A job evaluation is recommended with a view of upgrading the entry grade of interns to job group 'M' and consequently all the other officers by one job group. The Ministry of Devolution and Planning and the Public Service Commission will be involved in this process of job evaluation.

3. The scheme of service shall be revised by January 2014 to conform to this new entry level as well as provide for the resultant grading structure.

Promotions

1. Doctors employed by the Ministry shall be promoted through the grades within the common establishment in a timely fashion based on merit, and without prejudice or favour.
2. Doctors shall merit promotion after serving in the same Job Group for a period of three (3) years in the grades within the common establishment.
3. The common establishment will be expanded to Job Group Q.
4. In case of common establishment the effective date of promotion will be the date the officer qualifies for promotion provided there is no adverse report.
5. Any doctor who shall require additional training prior to any promotion shall be facilitated and sponsored to acquire the necessary trainings well in



advance of the promotion due date. This refers to all trainings with the exception of Masters Programmes.

6. Where vacancies for promotion arise within the Ministry which are outside the common establishment, these will be advertised for competitive filling.
7. The Ministry to increase posts at job groups 'Q', 'R', 'S' (Open up) to accommodate promotions at the top.

Resignation

1. Officers who intend to resign their positions shall do so in writing by giving a thirty (30) day notice to the Authorized Officer through their facility heads in accordance with the Code of Regulations (COR), who will then transmit the letter to the Ministry.
2. Officers who fail to give the thirty (30) day notice shall pay one month's basic salary in lieu of notice.
3. Officers will be free to submit an advance copy of the resignation letter to the Authorized Officer.

Transfers

1. The Union recognizes the Ministry's right and duty as an employer to deploy officers to all corners of the country as needed.
2. All transfers or postings of doctors shall be determined by the Ministerial Posting Committee.
3. A doctor shall not be transferred at the initiative of the Ministry more than once within a period of two (2) years unless under exceptional circumstances or following a promotion.
4. Any doctor transferred at the initiative of the Ministry shall be paid a transfer allowance to fully cater for the cost of transfer in accordance with the COR.
5. Transfers shall be genuine with regard to service need or own request.



Training, Development & Research– including payment of trainees within the Ministry

1. The Government shall undertake continuous professional development of all doctors under its employment provided that sponsorships are based on a professionally conducted performance and Training Needs Assessment (TNA) carried out by the government.
2. Training shall be aligned to the realization of Vision 2030, ministries goals and objectives as outlined in the strategic plans of the Ministries, and international standards and guidelines adopted by the country through signing and ratification.
3. The training budget shall be set at a minimum of one (1) percent of the recurrent budget of the Ministry as provided for in the training policy.
4. All doctors employed by the Government shall be eligible for sponsorship to postgraduate training after completing two years of service after internship. Any doctor, whose admission is approved under this sponsorship plan, shall have their course fees paid in full including research and thesis costs, shall be granted course approval, and shall continue to earn their monthly salary and all allowances listed in this Agreement with the exception of Responsibility Allowance for the duration of their course.
5. All officers so trained shall be bonded in government service in accordance with the provisions of the prevailing Training Policy.
6. All doctors shall be facilitated to undertake at least one short course per year for a maximum period of 5 days with emphasis on life support courses or other similarly critical courses. A decentralized model of receiving these trainings on site in the counties should be incorporated in the training policy.
7. Post graduate and Sub-Specialty courses that are not available locally shall be sponsored by the Ministry based on service need. These courses shall be availed to doctors on merit and the selection panel shall be the Ministerial Training Committee.
8. All doctors undertaking Post Graduate training in foreign countries, who have been granted course approval, will receive their basic salary, house allowance and a maintenance allowance at the prevailing rates in conformity with government training policy taking into consideration any maintenance allowance already being paid by the sponsor.

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Research Fund

1. A non-remunerative Medical Research Fund shall be established and made available to consultants who seek to carry out medical research.
2. This is necessary for the professional development of doctors.
3. Once the research fund has been set up, a Research Committee shall be constituted to administer the fund, vet the applications for research sponsorship and determine the amounts to be disbursed towards various researches. Funds shall be disbursed to consultants upon submitting a proposal which will be vetted by the Research Committee.

Residency Positions:

The two parties were unable to reach an agreement on this matter. The following are the two differing positions:

A) The Union's (KMPDU) position

1. The government shall create four hundred (400) Residency Positions for self sponsored registrars providing services in government institutions during the course of their training.
2. These 400 positions will cater for all the residents from the first year to the final year of residency.
3. Uptake of these positions shall be dependent on the availability of training positions at public universities and applicants must have attained admission for postgraduate training to these institutions.
4. These positions shall be open to doctors who shall have worked for at least three years after graduation one of which shall be internship and shall have gained admission to a Masters programme as a self sponsored registrar.
5. These positions are to be competitively filled and shall be remunerated in similar fashion to doctors in Job Group 'N'.
6. The positions shall be held by a doctor for the minimum duration of time required to complete the masters' programme and shall neither be extendable nor renewable.
7. Any resident who shall not have concluded their programme by the lapse of the minimum time required for the particular course shall surrender the residency position.

8. These positions will cater for all public universities and public hospitals that offer postgraduate training for doctors throughout the country.
9. The officers who complete training will be bonded to work for Government for a period of three (3) years.

B) The Ministry's position

1. The Ministry is not the training institution and therefore is not in a position to create residency positions. It is the responsibility of the training institutions and respective teaching hospitals to manage residency training. The Ministry will engage the training institutions and respective teaching hospitals to determine modalities for establishing residence positions.

Internship

1. Doctor interns shall be posted to their respective stations within 90 days after successful completion of their studies at the public universities.
2. In addition, doctor interns from other universities shall be posted such that all spaces available under the authorized establishment for interns are filled upon recommendation by the relevant regulatory bodies.
3. Entry grade for interns; **the parties did not reach an agreement on this matter. The following are the two positions:**

(a) Union's position:

Doctor interns shall enter the service at Job Group 'M' (Medical Officer II / Pharmacist II / Dental Officer II) for a probationary period of one (1) year during which time they will also be required to complete their internship.

(b) Ministry's position:

Doctor interns shall continue to enter the service at Job Group 'L' for a probationary period of one year during which period they will be expected finish internship. A job evaluation is recommended with a view of upgrading the entry grade of interns to job group 'M'. The Ministry of Devolution and Planning and the Public Service Commission will be involved in this process of job evaluation.



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4. Doctor interns shall be paid their salaries in full at the end of the next full calendar month worked following written confirmation of arrival at the deployment station.
5. Upon completion of internship and certification by the relevant regulatory body, the officer shall assume the position of Medical Officer I / Pharmacist I / Dental Officer I.
6. After internship, doctors will be posted immediately to their new stations of work.
7. Their promotions shall be effected within 30 days after submission of all necessary documents including written confirmation of arrival at the new station of deployment.
8. Any arrears accrued during this time shall be payable in full with effect from the day after completion of internship.
9. The Ministry will work with the union to develop an internship policy.

Extension of Internship

The probationary internship period of twelve months may be extended upon notification by the regulatory body to the Authorized Officer, where such an extension is necessary to enable the intern to complete the internship to the satisfaction of the regulatory body.

The affected intern shall continue to receive his/her full salary provided the extension is not occasioned by disciplinary action.



ARTICLE IV: REMUNERATION

Basic Salary

Basic salary per job group shall be payable as set out in the appendix A. However, implementation of this article on remuneration (Basic salary and allowances) remains suspended until such a time when the Salaries and Remuneration Commission will have provided clear guidelines on setting of Salaries and Remuneration of doctors in public service. The final implementable contents of appendix A shall accordingly conform to these guidelines so provided.

Allowances

1. Doctors employed by the Ministry shall be paid the following allowances as set out in the appendix A.
 - House Allowance.
 - Commuter Allowance.
 - Non Practicing Allowance.
 - Medical Risk Allowance.
 - Medical Insurance Allowance.
 - Extraneous Allowance.
 - Doctor's Allowance.
 - Responsibility Allowance for doctors with administrative duties.

Increment

1. Salary increments will be at the rates provided for in the different Salary Scales subject to the provision of the COR (H.6).



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ARTICLE V: EMPLOYMENT CONDITIONS

Work Hours

1. All doctors shall work for 40 hours a week. Any extra hours worked shall be compensated as stipulated in article IV of this Agreement.

Gazetted Public Holidays

1. All doctors who work on gazetted Public Holidays will be granted paid days off equivalent to the number of holiday days worked.

Doctors' Room

1. Each facility shall have a Doctors' room adequately furnished with a computer, internet access, lounge chairs and a television set.

Call room

1. Doctors will also be provided with call rooms adequately equipped with clean beds for rest when on call at night.

Medical equipment

1. Each Doctor in whatever facility shall be reasonably equipped with the tools and equipment necessary for the performance of his/her job.
2. Where this is not the case, the Doctor may raise a grievance through the channels prescribed under Grievance and Arbitration

Support staff

1. A Doctor shall also be provided with adequate health professionals and other support staff for the performance of their duties. Where this is not the case, the Doctor may raise a grievance through the channels prescribed under Grievance and Arbitration.

Safety & Health

1. The Ministry shall ensure that all facilities provide doctors with sufficient safety measures in accordance with occupational safety and Health Act (OSHA).

Transport & Security

1. Where Doctors are expected to attend to calls at night, they shall be provided with transport and security to and from the hospital where necessary.

Staff Housing

1. Where facilities have institutional houses a doctor shall be allocated such a facility and shall pay rent at the prevailing government rates.

Understaffing

1. The Ministry shall endeavor to retain the doctors currently under its employment.
2. The Ministry shall additionally endeavor to employ at least one thousand two hundred doctors per year for the next four years to reduce the current gap in the number of doctors in the public sector.



ARTICLE VI: LEAVE

1. Annual leave

1. All doctors shall be entitled to an Annual leave of 30 working days per leave year which shall be utilized within the provision of the Code of Regulations (COR).
2. An officer may carry forward a balance of 15 days to the next leave year. Deferment of Annual leave from one leave year to another on request maybe approved by the Authorized Officer.
3. An officer who takes a minimum of one half of his annual leave entitlement will be eligible for leave allowance once a year. The rate of leave allowance will be determined by the government from time to time.
4. An officer stationed in any designated hardship area shall be entitled to forty five (45) working days leave.

2. Sick leave

1. All doctors who fall sick and cannot perform their duties due to illness are entitled to a paid sick leave for up to 90days every leave year, thereafter a sick leave of 90 days with half pay and thereafter an unpaid sick leave during the same leave year.
2. Employees becoming ill while on annual leave may have the leave changed to sick leave on request.
3. Employees may also take their annual leave to care for a sick dependent and where it has been exhausted an officer may apply for compassionate leave as provided for in the COR (N. 17).

3. Maternity & Paternity leave

1. Female doctors will be entitled to Maternity Leave of One Hundred Twenty (120) calendar days and Paternity leave of fourteen (14) calendar days for male doctors.

4. Compassionate/ Death in immediate family

1. This leave may be granted to a Doctor who has exhausted his/her annual leave entitlement on compassionate grounds. The leave period will be ten (10) working days in a calendar year.



5. Unpaid leave

1. Unpaid leave of 30 days may be granted for the purpose of attending to urgent private matters of exceptional hardship.
2. It may also be granted to doctors whose spouses are posted to foreign missions during the term of the tour of duty and doctors who are offered appointment in International Organizations.
3. Unpaid leave is neither salary increment earning nor pension earning.



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A handwritten signature in black ink, appearing to be "M. K. Mutitu" with a horizontal line drawn through it.

A handwritten signature in blue ink, appearing to be "M. K. Mutitu" with a circular flourish at the end.

ARTICLE VII: BENEFITS

1. Health Insurance – medical, dental, eye care

1. Doctors shall be entitled to a medical allowance as indicated in appendix A for the purchase of health insurance for themselves, their spouses and children. All doctors receiving this allowance will be required to provide evidence of belonging to a medical insurance scheme.

2. Workman's compensation

1. All doctors shall qualify for compensation in accordance with the Work Injury benefit act (WIBA).

3. Professional Indemnity Cover

1. Doctors shall be indemnified against any liability that may occur in the course of the performance of their duties and responsibilities in due diligence.

4. Retirement benefits/Service Gratuity

1. Doctors will be entitled to full retirement benefits when they retire either at fifty (50) years upon request or on mandatory retirement age of sixty (60) years.
2. Doctors will also be entitled to service gratuity upon retirement on medical grounds provided they have served for the requisite pensionable period.

5. Redundancy

- a) Should it be necessary for the Ministry to terminate the services of any employees for reasons of redundancy, the following procedure should be followed:-

- b) The Union shall be informed of the reasons and the extent of the intended redundancy. The parties shall meet and discuss the matter within a period of 30 days from the date the Union was informed.
- c) The selection of the redundant employee(s) shall be done by the Government considering factors such as productivity, skills and competencies as well as service needs.
- d) The doctors being declared redundant shall be entitled to a notice or pay in lieu of Notice.
- e) A doctor declared redundant shall be entitled to a severance pay at the rate of 30 days salary for each completed year of service.
- f) The employee shall also get a 'golden Handshake' of one year basic salary notwithstanding the duration of service.

6. House Mortgage

All doctors shall be entitled to a mortgage arrangement facilitated by the Ministry at favorable interest rates.

7. Car loan

All doctors shall be entitled to a car loan arrangement facilitated by the Ministry at favorable interest rates.



ARTICLE VIII: GRIEVANCE AND ARBITRATION

1. Basic principles

1. These procedures are intended to provide for an orderly settlement of differences in a fair and equitable manner with reasonable promptness.
2. Every doctor shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal.
3. Each party to a grievance shall have access to all written statements and records pertaining to such case.
4. Failure to present a grievance within twenty eight (28) days after knowledge of the act giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance and the grievance shall abate.
5. If the Ministry shall fail at any step to comply with the required time limits, the grievant may proceed to the next step.

2. Procedure

1. STAGE ONE (Immediate Supervisor)

- a) The grievant shall present his/her grievance in writing to his or her immediate supervisor within 28 days after knowledge of the act giving rise to the grievance.
- b) The immediate supervisor shall discuss the grievance verbally and informally with the grievant. The immediate supervisor shall undertake such investigations as he/she deems appropriate.

Within seven (7) days after presentation of the grievance to him or her, the immediate supervisor shall render his or her determination in writing to the grievant.



2. STAGE TWO (County Director of Health)



- a) If the grievant is not satisfied with the decision made by his or her immediate supervisor, he or she may, within ten (10) days thereafter, request a review and a determination of the grievance by making a written request to the County Director of Health.
- b) The County Director of Health or his designee shall hold a hearing within fourteen (14) days of receipt of the request and shall issue a determination in writing to the grievant within a further seven (7) days.

3. STAGE THREE (Director General of Health)

- a) If the grievant is not satisfied with the decision made by the County Director of Health, he or she may, within ten (10) days thereafter, request a further review and a determination of the grievance by making a written request to the Director General of Health
- b) The Director General of Health or his designee shall hold a hearing within fourteen (14) days of receipt of the request and shall issue a determination in writing to the grievant within a further fourteen (14) days.

4. STAGE FOUR (Principal Secretary)

- a) If the grievant is not satisfied with the decision made by the Director of Medical Services or his designee, he or she may, within seven (7) days make a written request to Principal Secretary for review and determination. The principal secretary shall convene a meeting of the Labor Management Committee to review the case within fourteen (14) days. All written statements and records of the case shall be submitted to the Committee.
- b) The Committee or a Sub-Committee under it shall hold a hearing regarding the case within fourteen (14) days of receipt of the request for review by the grievant.
- c) The Committee shall render a decision in writing within fourteen (14) days after its hearing.



5. STAGE FIVE (Resolution as provided for under the laws of Kenya)

- a) If the dispute remains unresolved after the Labor Management Committee, any party may refer the dispute for resolution as prescribed in the Labor Relations Act 2007 and/or any other applicable law of Kenya.

SPECIAL PROVISIONS

- a) If at any stage a party feels that they are unlikely to arrive at a fair resolution to the grievance, the party may refer the dispute directly to stage five of the grievance handling procedure as set out in this agreement.
- b) The Union reserves the right to represent its members at any stage of the grievance handling procedure. The Ministry similarly reserves the right to engage legal representation at any stage of the procedure.
- c) In the event that the office of the Director General of Health is not in existence, the role so described above shall be carried out by the Director of Medical Services or his/her equivalent.
- d) In the event that the office of the Director of County Health services is not in existence, the role so described above shall be carried out by the Provincial Director of Medical Services or any office created to head Health Services at County level.



ARTICLE IX: DISCIPLINARY PROCEDURE

1. BASIC PRINCIPLES

- a) Any employee may be subject to disciplinary sanctions.
- b) Warning letters and formal reprimands shall become part of the employee's personnel file and may be used in conjunction with subsequent personnel considerations for two (2) years following the date of the sanction. After two (2) years, the letters and reprimands shall not be referred to for further disciplinary action unless it is a similar offence.
- c) Adverse letters that are applicable to pending legal proceedings shall be vacated in writing upon the conclusion if the doctor is absolved of the charges after exhausting all the appellate processes if any.
- d) Where need be, a disciplinary committee shall be set up to deal with disciplinary issues in accordance with existing Labour legislation and relevant Public Service regulations.
- e) A doctor shall not be condemned without being heard.
- f) Regardless of the nature of the crime, the Ministry shall not withhold pay which is due or for which work has already been done.
- g) Any doctor who feels that any disciplinary action taken against him is unfair can raise the matter using the grievance channel as described in Article VIII.

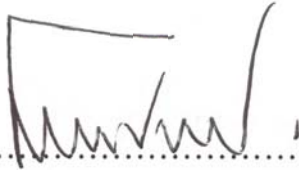
2. Termination of Employment

1. During a probationary period, employment may be terminated by either party giving by a notice of one month in writing.
2. Where a doctor's services are terminated as a result of a disciplinary process, he/she shall be paid the following:-
 - a) Wages for number of days actually worked,
 - b) Annual leave accumulated lawfully on pro-rata basis
3. If the doctor is provided with housing by the ministry, an employee whose services are terminated shall vacate the Ministry's house within 30 days from the date he/she is notified of the dismissal.






SIGNED FOR AND ON BEHALF OF THE MINISTRY OF HEALTH



.....
Mark K. Bor, CBS
Permanent Secretary
Ministry of Public Health and Sanitation

SIGNED FOR AND ON BEHALF OF THE KMPDU



.....
Dr. Sultani Matendechemo
Secretary-General, KMPDU

IN THE PRESENCE OF:



.....
Dr. Victor Ng'ani
Chairman, KMPDU

SIGNED AT NAIROBI THIS 27TH DAY OF JUNE 2013



APPENDIX 'A'

SALARY AND ALLOWANCES PAYABLE TO MEDICAL PRACTITIONERS PER MONTH AS AT 22nd JANUARY, 2013

JOB GROUP	BASIC SALARY		HOUSE	EMERGENCY CALL ALL	COMMUTER	ALLOWANCES			LEAVE ALLOWANCE PAYABLE ONCE A YEAR	TOTAL PACKAGE		
	MIN	MAX				NON-PRACTICE	EXTRANEOUS	MINIMUM TOTAL		MAXIMUM TOTAL	MINIMUM TOTAL LEAVE INCLUDED	MAXIMUM TOTAL LEAVE INCLUDED
L	35,910	45,880	20,000	30,000	6,000	12,000	30,000	6,000	121,910	143,880	127,910	149,880
M	41,590	55,840	20,000	30,000	8,000	19,000	30,000	6,000	129,590	162,840	135,590	168,840
N	48,190	65,290	24,000	30,000	8,000	32,000	30,000	10,000	140,190	189,290	146,190	195,290
P	77,527	103,894	40,000	30,000	12,000	46,000	30,000	10,000	189,527	261,894	199,527	271,894
Q	89,748	120,270	40,000	30,000	14,000	51,000	30,000	10,000	203,748	285,270	213,748	295,270
R	109,089	144,928	40,000	30,000	16,000	51,000	30,000	10,000	225,089	311,928	235,089	321,928
S	120,270	180,660	60,000	30,000	16,000	60,000	40,000	10,000	266,270	386,660	276,270	396,660
T	152,060	302,980	80,000	30,000	16,000	60,000	40,000	10,000	318,060	528,980	328,060	538,980

House allowance based on Nairobi rates

The sum total excludes leave allowance payable once in a year

CONSENSUS PROPOSALS FOR SALARY BY JOBGROUP (Please note: Figures are inclusive of regular 40hrs per week and additional hours per week)

JOB GROUP	BASIC SALARY		HOUSE	EXTRANEOUS	DOCTOR'S	ALLOWANCES			MEDICAL RISK	MEDICAL	TOTAL PACKAGE	
	MIN	MAX				COMMUTER	NON-PRACTICE	MIN			MAX	
L	107,730	124,770	30,000	60,000	30,000	20,000	12,000	60,000	6,000	325,730	342,770	
M	124,770	144,570	40,000	60,000	30,000	30,000	19,000	60,000	6,000	369,770	389,570	
N	144,570	232,581	40,000	60,000	30,000	30,000	32,000	60,000	6,000	402,570	490,581	
P	232,581	269,244	60,000	80,000	40,000	40,000	46,000	60,000	6,000	564,581	601,244	
Q	269,244	327,267	60,000	80,000	40,000	40,000	51,000	60,000	6,000	606,244	664,267	
R	327,267	360,810	80,000	100,000	50,000	50,000	51,000	60,000	6,000	724,267	757,810	
S	360,810	456,180	100,000	100,000	50,000	50,000	60,000	60,000	6,000	786,810	882,180	
T	456,180	550,000	120,000	100,000	50,000	0	60,000	60,000	6,000	852,180	946,000	

Doctors working in hardship areas will receive two times the doctors and non-practice allowances. Doctors with administrative responsibilities will receive a responsibility allowance equivalent to the doctors allowance.

* These agreed remuneration will be paid as per the terms stipulated in Article IV of the main document





KENYA MEDICAL PRACTITIONERS PHARMACISTS AND DENTISTS' UNION

NGONG ROAD • 5TH AVENUE OFFICE SUITES • SUITE 7-14
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Form S (s. 48)

Notice to Employer Authorizing Deductions

To the principal secretary, Ministry of Health.

1. In pursuance of an order made with effect from the 19th of April 2012 by the Minister under section 48 of the Labour Relations Act, I, on behalf of the Kenya Medical Practitioners Pharmacists and Dentists' Union (KMPDU), hereby request you to deduct from the wages of the employees listed in this Notice, being employees who have acknowledged membership of the KMPDU, the sum of shillings 1,000/= (one thousand) monthly as their current trade union dues.
2. The total amount of deduction so made is required to be transmitted to the KMPDU by crossed cheque made payable into the official bank account of the trade union at the Standard Chartered Bank.
3. The remittances should be made, and notices thereof should be delivered, not later than the 7th day of the month next after the month in respect of which the deductions are made.
4. Notices of remittances should be delivered to the KMPDU headquarters.
5. KMPDU is required by Section 50 of the Labour Relations Act to deliver a receipt for every remittance within fourteen days of receipt of notice of such remittance.
6. The Ministry of Health is required to make returns to the Registrar of Trade Unions of all payments made hereunder, in accordance with the order of the Minister.
7. This notice applies to employees' wages payable by you at the end of the next month following the month shown in the date hereinunder.

Date 20

Dr. Sultani Matendechero,
SECRETARY GENERAL - KENYA MEDICAL PRACTITIONERS PHARMACISTS AND DENTISTS' UNION (KMPDU)

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