

**COLLECTIVE BARGAINING AGREEMENT  
ON TERMS AND CONDITIONS OF SERVICE  
FOR UNIONISABLE EMPLOYEES**

**BETWEEN**

**COMMUNICATION WORKERS UNION OF  
KENYA  
(COWU) (K)**

**AND**

**TELKOM KENYA LIMITED**

**FOR THE PERIOD**

**01<sup>ST</sup> JANUARY 2017 TO 31<sup>ST</sup> DECEMBER 2018**

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## 1. INTRODUCTION

In accordance with the provision of Paragraph A17 and A18 of the Constitution of the Central Joint Council, an agreement is hereby entered between the Communications Workers Union of Kenya and Telkom Kenya Ltd on terms and conditions of service.

These terms and conditions of service are applicable to Unionisable employees of the Company, who were in the service of the Company on or after 1<sup>st</sup> January 2017.

## 2. APPOINTMENT

After a successful interview and selection process with the Company an employee shall be issued with a letter of appointment prior to commencement of duties.

The letter of appointment shall specify the employee's job title, salary range and other related matters pertaining to the employee's terms and conditions of service as set out in the Company's salary ranges. An employee will initially be issued with a job description at the commencement of his/her induction, and as and when his/her job description changes, or in the event of change in any special provision relating to the job.

## 3. PROBATIONARY PERIOD

- (i) The probationary period shall not be more than six months but it may be extended for a further period of not more than 6 months with the agreement of the employee.
- (ii) No employee shall remain under probationary contract for more than the aggregate period provided above.
- (iii) Trainees will be under probation during their training period.

## 4. CONFIRMATION

Employee on successful completion of probationary period shall be confirmed in his/her appointment and will then be on permanent terms. However, the period of probation may be extended where the employee's performance has not been satisfactory by informing the concerned employee in writing.

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## 5. HOURS OF WORK

Hours of duty may vary for staff performing different types of duties at the same station or at different stations as may be demanded.

The conditioned hours per week for all staff irrespective of where they are serving will be forty (40) hours exclusive of meal breaks.

- (i) **Day duties staff** – All employees will normally be scheduled for a minimum of forty (40) hours per week excluding meal break and will work an average of eight (8) hours a day.
- (ii) **Shift System** – This may be introduced at particular places to suit local conditions depending on the nature and intensity of the work to be performed.

## 6. ANNUAL LEAVE

On completion of twelve months of continuous services, employees shall be entitled to a paid annual leave of thirty (30) days.

For purposes of counting annual leave days, Saturdays, Sundays and public holidays are excluded.

## 7. PUBLIC HOLIDAYS

Public holidays gazetted by Government shall be observed by all employees of the Company, except those employees whose retention on duty is necessary in the Company's interest. Such employees if retained shall be paid overtime in accordance with rules on overtime (see 15).

## 8. ACTING APPOINTMENTS AND ALLOWANCES

- (i) Whenever a higher post falls vacant, the most senior and competent employee will be appointed in writing to act at the discretion of the Management.  

- (ii) The acting shall be made in writing before the employee commences to act in the higher position.
- (iii) On satisfactory completion of the acting period of 6 months, the employee shall be confirmed to the higher post. Otherwise the acting employee shall be reverted to his former post.
- (iv) The acting allowance shall be paid at the rate of 25% of one's salary or Kshs 10,000/- whichever is higher.

#### 9. COMPASSIONATE LEAVE

- (i) In compelling cases, an employee may on compassionate grounds be granted some leave if he/she has exhausted all the annual leave entitlement for the financial year.
- (ii) The number of leave days granted under such circumstances shall be deducted from the employee's leave entitlement for the following financial year.

#### 10. MATERNITY LEAVE

- (i) All female employees of the Company shall be entitled to maternity leave in accordance with the Employment Act as follows:-
  - Three months maternity leave with full pay, subject to production of medical certificate from an approved medical practitioner confirming the employee's date of confinement. The annual leave shall however not be forfeited.
  - Immediately on expiry of maternity leave before resuming her duties, a female employee may proceed on sick leave; or with the consent of the employer, on annual leave, compassionate leave or any other leave. The three months' maternity leave shall be deemed to expire on the last day preceding such extended leave.

(ii) Paternity Leave

A male employee shall be entitled to two (2) weeks paternity leave with full payment on production of birth notification.

## 11. TERMINATION/RESIGNATION

After successful completion of the probationary period, either the Company or employee wishing to terminate the contract of employment shall be required to give the required notice in accordance with the terms or conditions set out in the contract.

An employee wishing to terminate the contract of employment shall be required to write and sign by hand the resignation letter giving notice in accordance with the terms or conditions set out in the contract. The letter should be forwarded to the Chief Human Resource Officer through the Head of Department.

The provisions of Sections 35 & 36 of the Employment Act 2007 on termination and dismissal shall apply.

## 12. RETIREMENT

The normal retirement shall be fifty-five (55) years. However, by mutual agreement employees may voluntarily opt to retire on attaining the age of fifty (50) years.

## 13. SICK LEAVE

If an employee falls sick and is hospitalized for a continuous period, or is certified by a medical doctor to be incapable of attending to work, such employee will be entitled to the following sick leave in any one calendar year.

Sixty (60) days on full pay, and thereafter;

Sixty (60) days on half pay



After expiry of the 120 days, annual leave may be offset against the period of sickness or employment terminated on medical grounds subject to approval by a certified medical doctor.

All employees who have served for two months or more are entitled to sick leave.

#### 14. MEDICAL

The permanent employees and their dependents who include a spouse and four children only, are entitled to out-patient, in-patient, optical and dental treatment under a medical insurance cover provided by the company.

#### 15. OVERTIME

It is agreed that:

- a. Overtime shall be paid to officers authorized to work beyond normal working hours.
- b. Where authority to perform overtime has been granted, time-off in lieu of payment should not apply except where the staff and Line Managers have mutually agreed.
- c. The normal working hours for the purpose of claiming overtime shall be 40 hours per week.

#### 16. BURIAL ALLOWANCE

In the event of an employee's death or death of a member of his immediate family who include a spouse and four (4) children, burial allowance will be granted to assist the bereaved in meeting burial and incidental expenses. The burial allowance is inclusive of transport and mortuary cost.

The burial allowance shall be paid as follows:

Categories	Kshs.
Employee	120,000
Spouse/Child	80,000

#### 17. PER DIEM/NIGHT SUBSISTENCE ALLOWANCE WHILE ON DUTY WITHIN KENYA

The rate of per diem for employees travelling on duty applies to all nights spent away from the duty station including the period of the journey and has been revised as follows:

RANGE	ZONE	TOWNS	KSHS
4	A	Nairobi, Mombasa, Kisumu, Malindi, Kilifi, Lamu, Kwale, Garrisa, Wajir, Mandera, Marsabit, Moyale	5,400
	B	Nakuru, Nyeri, Eldoret, Kericho, Kakamega	4,860
	C	All other areas	4,320
5	A	Nairobi, Mombasa, Kisumu, Malindi, Kilifi, Lamu, Kwale	4,860
	B	Nakuru, Nyeri, Eldoret, Kericho, Kakamega	4,320
	C	All other areas	3,780

#### **18. SUBSISTENCE ALLOWANCE WHILE ON DUTY OUTSIDE KENYA**

The rates of per diem/subsistence allowance for staff on official duty outside Kenya are as set out in the relevant personnel circular.

Maintenance and out-of pocket allowances which are determined by reference to the per diem/subsistence allowance rates will be assessed on the basis of the agreed rates.

#### **19. RISK ALLOWANCE**

This allowance is paid to riggers who work up on a mast tower of at least 13 meters above the ground on installation of an antenna, antenna feeder, fitting aircraft warning lights or painting.

In addition, staff who are called upon by their Line Manager to restore service at night in emergency cases will be paid this allowance.

The rate will be Kshs.4, 000/= per month.

#### **20. SHIFT ALLOWANCE**

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This allowance is introduced and it will be paid to staff who work during night shift (6.00pm – 6.00am) at maintenance centers, cable intervention, SMC Westlands and GSM. It will be paid monthly at the rate of 6% of an employee's basic salary on pro-rata basis based on the number of days worked.

## 21. DRIVING ALLOWANCE

The rates payable to officers who may be called upon to perform driving duties alongside their normal duties shall be Kshs. 2000/= per month.

## 22. MILEAGE ALLOWANCE WHILE ON DUTY

The rates are payable to employees who are authorized to use their own vehicles for official duties. It was agreed that the current rates of Auto Mobile Association of Kenya (AA) be adopted namely:-

ENGINE CAPACITY	KSHS
2001cc & Above	55.25
1851cc – 2000cc	47.50
1651 cc – 1850cc	47.10
1451 cc – 1650cc	42.50
1300 cc – 1500cc	36.75
1250cc & below	29.55

## 23. REDUNDANCY

Management and the Union will discuss on modalities, package and implementation before any staff rationalization within the guidelines of the redundancy law, Employment Act 2007 section 40.

## 24. HARDSHIP ALLOWANCE

The allowance is payable to staff serving in areas identified and categorized by the government as hardship areas. The rates for payment of this allowance will be Ksh. 5,000/= per month.

## 25. LEAVE TRAVELLING ALLOWANCE IN HARDSHIP AREAS

This allowance shall be retained and paid to those staff transferred to and working in gazetted hardship areas but are not residents by birth. It shall be paid on the anniversary date of the first appointment.

## 26. MAINTENANCE ALLOWANCE ON TRANSFER

The allowance is paid to an employee proceeding on official transfer. It is limited to 15 days at the rate of the local per diem allowance, and shall be paid at the old duty station prior to transfer.

An official transfer from a distance of 40 – 63Kms will be paid at the rate of 9 days per diem while a transfer of 64Kms and above will be paid at the rate of 15 days per diem.

In addition, the employee will be entitled to transport allowance as follows:-

Distance 40km – 199km	-Kshs.20,000
Distance 200km – 399km	-Kshs.25,000
Distance 400km – 599km	-Kshs.30,000
Distance 600km – 799km	-Kshs.35,000
Distance 800km and above	-Kshs.40,000

## 27. DAY SUBSISTENCE ALLOWANCE

This allowance is paid to employees on duty outside their duty stations for a period in excess of six hours but less than 24 hours. The qualifying distance is 30 kilometers. The rates are as follows:

RANGE	KSHS.
4	450
5	350

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## **28. PROTECTIVE CLOTHING**

This will be in accordance with the provisions of the Occupational Safety and Health Act, 2007 sections 13(c), 101 and 102.

## **29. SALARY**

It was agreed that salary for unionisable staff be increased at the rate of 5.5% for the period 1<sup>st</sup> January 2017 to 31<sup>st</sup> December 2017, and a further 6% for the second year, 1<sup>st</sup> January 2018 to 31<sup>st</sup> December 2018, subject to inflation going beyond 10%. Where the inflation rate does not go beyond 10%, the increment for the second year shall be at a rate of 5.5%.

## **30. VIOLATION OF NEGOTIATED AGREEMENTS**

No alteration to remuneration or conditions of service of staff shall be made without prior consultation by both parties as contained in item eleven(11) of the Recognition Agreement provided that individual employee's rewards /bonuses and promotions under company policy will not be subjected to these consultations.

## **31. CENTRAL JOINT COUNCIL SITTING ALLOWANCE**

It was agreed that the company will meet the Central Joint Council expenses of the Chairman, the venue and Union officials who are employees of the Company.

## **32. EFFECTIVE DATE**

The agreement shall be in force for the period between 1<sup>st</sup> January 2017 and 31<sup>st</sup> December 2018.

## **33. OTHER TERMS AND CONDITIONS OF SERVICE**

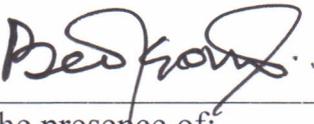
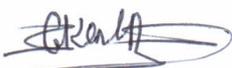
The other terms and conditions of service shall continue to apply as provided for in the existing Company regulations, issued through circulars from time to time and the Human Resources Manual will continue to be used as a guideline. At the expiry of this CBA all the terms and conditions shall continue to apply until another CBA is put in place.



**UNIONIZABLE STAFF**

It was agreed that unionizable employees of the company will be on salary bands 1, 2.1 and 2.2. Provisions of the Industrial Relations Charter on union representation will apply, where applicable.

Dated and signed this day of 3<sup>rd</sup> November, 2017.

<b>TELKOM KENYA LIMITED</b>	<b>COMMUNICATION WORKERS UNION (KENYA)</b>
Name: <b>CATHERINE OLAKA</b>	Name: <b>BENSON O.OKWARO</b>
Signature: 	Signature: 
In the presence of:	In the presence of:
Name: <b>STELLA NDIRANGU</b>	Name: <b>GILBERT ROP</b>
Signature: 	Signature: 



In the presence of:



.....  
**THOMAS M. ACHOK**

**CONCILLIATOR – FEDERATION OF KENYA EMPLOYERS (FKE)**

**ADDENDUM TO THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN TELKOM KENYA LIMITED AND  
COMMUNICATION WORKERS UNION (KENYA)**

This Addendum between Telkom Kenya Limited and the Communication Workers Union (Kenya) covers Direct Sales Agents (DSAs) (hereinafter referred to as DSAs or staff) only and the year 2017-2018.

**1. HOURS OF WORK**

Hours of duty may vary for staff performing different types of duties at the same station or at different stations as may be demanded.

The conditioned hours per week for all staff irrespective of where they are serving will be forty (40) hours exclusive of meal breaks.

- (i) **Day duties staff** – All staff will normally be scheduled for a minimum of forty (40) hours per week excluding meal break and will work an average of eight (8) hours a day.
- (ii) **Shift System** – This may be introduced at particular places to suit local conditions depending on the nature and intensity of the work to be performed.

**2. ANNUAL LEAVE**

A staff shall be entitled to a paid annual leave of 21 days calculated on pro-rata basis. For purposes of counting annual leave days, Saturdays, Sundays and public holidays are excluded.

**3. MATERNITY LEAVE**

- (i) All female staff shall be entitled to maternity leave in accordance with the Employment Act as follows:-
  - Three months maternity leave with full pay, subject to production of medical certificate from an approved medical practitioner confirming the employee's date of confinement. The annual leave shall however not be forfeited.
  - Immediately on expiry of maternity leave before resuming her duties, a female employee may proceed on sick leave; or with the consent of the employer, on annual leave, compassionate leave or any other leave. The three months' maternity leave shall be deemed to expire on the last day preceding such extended leave.
- (ii) Paternity Leave  
A male staff shall be entitled to two (2) weeks paternity leave with full pay on production of birth notification.

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#### 4. SICK LEAVE

If a staff falls sick and is hospitalized for a continuous period, or is certified by a medical doctor to be incapable of attending to work, such staff will be entitled to the following sick leave in any one calendar year on pro-rata basis guided by the length of contract.

Sixty (60) days on full pay, and thereafter;

Sixty (60) days on half pay

After expiry of the 120 days, annual leave may be offset against the period of sickness or employment terminated on medical grounds subject to approval by a certified medical doctor.

All staff who have served for two months or more are entitled to sick leave.

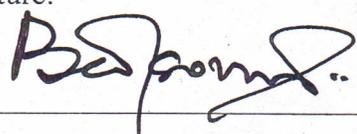
#### 5. MEDICAL

DSAs are entitled to out-patient, in-patient, optical and dental treatment under a medical insurance cover provided by the company. The cover is for the staff only.

#### 6. RETAINER -

The DSA retainer will be paid based on the minimum wage guidelines. The retainer will be inclusive of a house allowance component at 15% of basic pay as per the Labour legislation and all other enabling provisions.

Dated and signed this 5<sup>th</sup> day of October, 2017.

<b>TELKOM KENYA LIMITED</b>	<b>COMMUNICATION WORKERS UNION (KENYA)</b>
Name: <b>CATHERINE OLAKA</b>	Name: <b>BENSON O.OKWARO</b>
Signature: 	Signature: 

In the presence of:

  
.....

**THOMAS M. ACHOK**  
**CONCILLIATOR – FEDERATION OF KENYA EMPLOYERS (FKE)**

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