



ISO 9001:2008 Certified Hospital



MOI TEACHING AND REFERRAL HOSPITAL

EXTRACT OF RESOLUTION

OF THE

BOARD OF MANAGEMENT OF MOI TEACHING AND REFERRAL HOSPITAL

AT THE 58TH FULL BOARD MEETING of the Moi Teaching and Referral Hospital duly convened and held at the Medical Practitioners and Dentists Board, Committee Room in Nairobi at 9.00a.m on the 18th day of August 2017, the Return-to-Work Agreement between the Hospital and the Kenya National Union of Nurses was presented for deliberation:

After considering the Agreement, the Union's decision to suspend the industrial action and the directive to members to report back to work, the following **RESOLUTION** was duly agreed (MIN 4/18/08/2017).

THAT following suspension of the industrial action by the Union and execution of the Return-to-Work Agreement by the parties, the Hospital shall pay union member's salaries for June, July and August 2017 through the August 2017 payroll.

SEALED with the common seal of)

Moi Teaching and Referral Hospital)

In the presence of)

Dr. Janet Muriuki

Ag. Chairperson, Moi Teaching and Referral Hospital Board

Janet Muriuki 18/8/2017

Dr. W. K. Aruasa)

CEO, Moi Teaching and Referral Hospital

W. K. Aruasa 18/08/2017

AGREEMENT
BETWEEN
MOI TEACHING AND REFERRAL HOSPITAL (MTRH)
(On one part)
AND
KENYA NATIONAL UNION NURSES (KNUN)
(On the other part)

PREAMBLE

Whereas KNUN issued a seven (7) days' strike notice on 24th May 2017 citing failure to register the signed Collective Bargaining Agreement (CBA) and negotiate the proposed enhanced health risk allowance.

Whereas the industrial action by members of KNUN commenced on 1st June 2017.

And **whereas** the parties have commenced negotiations to amicably resolve the issues raised in the strike notice.

NOW THEREFORE THE PARTIES RESOLVE AND AGREE AS FOLLOWS;

1. **That** following the review of the CBA in line with the advice from Salaries and Remuneration Commission (SRC), MTRH shall upon receipt of the letter of 'No Objection', submit the CBA for registration within 14 days.
2. **That** the MTRH shall seek from SRC a no objection letter to facilitate the implementation of the already agreed items in the CBA within seven days.
3. **That** KNUN shall within one (1) month from the date of this agreement present its proposal on the enhanced health risk allowance and any other remunerative pay including any approvals enhancing rates payable. The parties shall thereafter engage in negotiations towards adoption of mutually agreed rates.
4. **That** members of KNUN shall receive a total of Ksh 20,000 as Uniform Allowance annually (being Ksh 10,000 payable as per the CBA and additional

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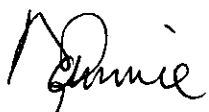
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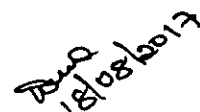
Ksh 10,000 payable by MTRH from internal funding). This allowance shall be payable w.e.f 2017/18 Financial Year.


5. **That** MTRH shall continue pursuing appeal made on payment of enhanced house allowance and commuter allowance, and shall continuously update KNUN on the progress thereof.
6. **That** KNUN shall upon receipt of any approval for Health Service Allowance that is over and above the Nursing Service Allowance, and /or any enhancement of other allowances payable to its members, share the approval with MTRH. The Hospital Management shall thereafter pursue implementation of the same to KNUN members in MTRH.
7. **That** there shall be no victimization or disciplinary action against any member/union official of KNUN who took part in the industrial action, and that Suspension/Show Cause letters dated 2nd June 2017 issued to union officials and/or to members of the union shall be withdrawn immediately upon signing of this Agreement.
8. **That** KNUN shall on its part ensure there is no victimization of the Hospital Management, and nursing staff who continued providing services during the industrial action.
9. **That** KNUN shall suspend off the strike and all its members shall resume duties within forty eight (48) hours upon signing this agreement but in any case not later than Monday 21st August 2017.
10. **That** the Parties shall utilize alternative dispute resolution mechanisms (negotiation, conciliation, mediation) and litigation to resolve any further disputes relating to the issues raised in the strike notice of 24th May 2017.
11. **That** consequently the parties agree to settle Nrb ELRC Cause No 987/2017. by consent on these terms.

IN WITNESS WHEREOF this agreement has been executed by the parties on the day 18th of August 2017 at Nairobi.



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