



MINISTRY OF  
HEALTH



**THE NATIONAL GOVERNMENT**  
*through the*  
**MINISTRY OF HEALTH**

&

**THE KENYA MEDICAL PRACTITIONERS, PHARMACISTS  
AND DENTISTS UNION (KMPDU)**

**RETURN TO WORK FORMULA  
AGREEMENT**

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**THIS RETURN TO WORK FORMULA** (herein referred to as "**the Agreement**") is entered into on this 8<sup>th</sup> day of May **Two Thousand and Twenty-Four.**

**BY AND BETWEEN**

- I. The National Government**, through the Ministry of Health for and on behalf of Kenyatta National Hospital, Kenyatta University Teaching, Referral and Research Hospital, Moi Teaching & Referral Hospital, Mathari National Teaching & Referral Hospital, National Spinal Injury Hospital, on one part; and
- II. Kenya Medical Practitioners, Pharmacists and Dentists Union (KMPDU)** on the other part.

*(each a "Party" and together "the Parties")*

**NOW THEREFORE**, the Parties hereto agree on resolution of all the issues relating to the National Government in the Strike Notice as follows:

**1. Outstanding Basic Salary Arrears**

**1.1 National Government Employees**

- 1.1.1** The outstanding salary arrears in regard to the National Government employees shall be settled within the next financial year; and
- 1.1.2** To facilitate the settlement, the KMPDU shall **within 15 days** from the date of this agreement provide a list of the said Doctors with outstanding basic salary arrears.

**1.2 County Government Employees**

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**1.2.1** The National Government shall through a conditional grant facilitate the settlement of the basic salary arrears accrued by County Governments in the amount of **Ksh. 3.5 Billion** arising from the implementation of the 2017-2021 Collective Bargaining Agreement (CBA); and

**1.2.2** The basic salary arrears as accrued by doctors under employment by County Governments as of 30<sup>th</sup> June, 2024, shall be settled in **five years'** **with** effect from the **1<sup>st</sup> July, 2024**. The payment tenure shall be subject to annual review, with the possibility of reducing the payment timelines.

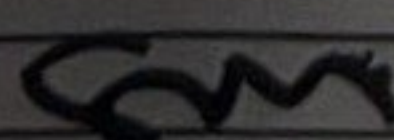
## **2. Internship**

The issue of intern doctors remains under active consideration by the Parties, with the two positions held being as follows:

<b>GOK Position</b>	The issue of intern Doctors is the subject of the Employment and Labour Relations Court of Kenya at Eldoret in ELRC Petition No. E003 of 2024. In that regard and pursuant to the Order of the Employment and Labour Relations Court of Kenya at Nairobi in ELRC Petition E032 of 2024 of 2nd May 2024, the issue is held in abeyance until the matter is heard and finally determined.
<b>KMPDU Position</b>	The medical officer interns, pharmacist interns, and dentist interns shall be posted immediately in accordance with 2017-2021 Collective Bargaining Agreement.

The above positions notwithstanding, the Parties **shall commence and conclude negotiations on the issue within 60 days** from the date hereof. In the intervening

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period, there shall be no deployment and or posting of medical officer interns, pharmacists interns, and dental interns.

**3. Harmonization of Terms of Service of Union Members Employed by the National Government**

The terms of service for doctors employed by the National Government institutions shall be harmonized **within 90 days** in accordance with the existing legal framework.

**4. Post Graduate Studies and Payment of Registrar Fees Arrears**

As part of residency clinical rotations (post-graduate studies), all registrars shall be on duty as per their clinical programme. The rotations shall not in any case exceed an aggregate 40 hours a week. In instances where the set threshold of hours is exceeded, the Registrar shall be compensated appropriately.

The National Government **shall immediately settle** all the outstanding fees incurred by Government sponsored Registrars' postgraduates from the year 2018 to date.

**Timeline:** The settlement of the outstanding fees arrears shall be processed immediately, but in any case not later than by **1<sup>st</sup> July, 2024.**

**5. Comprehensive Medical Cover to Union Members Employed by the National Government**

The National Government shall provide a comprehensive medical cover to the Union Members employed by the National Government in accordance with the Public Service and Salaries and Remuneration Commission (SRC) Guidelines by **1<sup>st</sup> July, 2024.**

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**6. Conclusion of Pending Collective Bargaining Agreements (CBAs) and Negotiation of New CBAs**

Cognisant of the respective independent corporate existence of the various entities under the National Government, KMPDU shall **within 90 days** from the date of this agreement conclude the CBAs with each of the respective National Teaching and Referral Hospitals while observing the Constitutional and Statutory strictures.

The Employers will on a priority basis seek the advice of the Salaries and Remuneration (SRC) on the CBAs in keeping with its constitutional mandate.

**7. Kenyatta National Hospital (KNH) Issues**

The terms of service of the 81 Doctors on placement under the COVID-19 Programme shall be reviewed on expiry of their respective contracts and shall be **translated into three year contracts** in line with the existing Human Resource Guidelines.

As part of the institutional reforms, the tenure of engagement of all contract staffers going forward shall be a minimum of three years.

**8. Moi Teaching and Referral Hospital (MTRH) Issues**

The new Collective Bargaining Agreement (CBA) between the MTRH and KMPDU has been successfully concluded with the concurrence of the Salaries and Remuneration Commission (SRC).

**9. Kenyatta University Teaching Research and Referral Hospital (KUTRRH) Issues**

The Parties shall **within 30 days** from the date of this agreement conclude the CBA negotiation process.

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KUTRRH shall **within 30 days'** review and harmonize the tenure of engagement of contract staffers to a minimum of **three years' contract**.

## **10. Employment of Additional Doctors to support the Implementation of UHC**

Reaffirmed the shared aspirations of the nation to realize Universal Health Coverage (UHC) as part of the national endeavour to bring to life the socio-economic rights enshrined in the Constitution.

To facilitate the realization of this shared aspirations, the Government shall establish mandatory staffing norms for the various levels and categories of hospitals **within 90 days** from the date hereof.

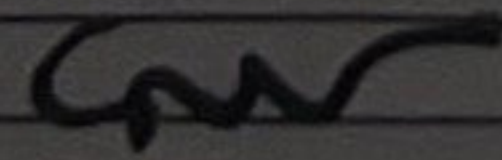
In furtherance of this national endeavour, the government shall employ **2,000 additional doctors** from the FY 2025/26 and thereafter establish a policy for annual recruitment and placement of Medical Doctors, Pharmacists and Dentists in accordance with the staffing norms and standards, fiscal management policies and existing legal framework.

## **11. Promotions of Medical Personnel**

**11.1** The National Government shall in accordance with the approved staff establishment effect all pending merit-based promotions.

**11.2** To facilitate the promotions as may be applicable, KMPDU shall **within 15 days** from the date of this agreement provide a list of Medical Doctors, Pharmacists and Dentists who are due for promotion;

**11.3** The Ministry shall on receipt of the list envisaged under paragraph 10.2 above, shall immediately commence and **within 90 days'** effect promotions in compliance with Guidelines issued by the Public Service Commission (PSC).

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## 12. Intergovernmental Taskforce

Recommend the establishment of an Intergovernmental Taskforce **within 14 days** from the date of execution of this Agreement. The primary mandate of the Taskforce shall be to address the perennial challenges that have bedevilled the Health Sector as well the outstanding issues arising from the ongoing industrial action.

## 13. Return to Work

KMPDU shall **immediately call-off** the strike and the Union members participating in the strike arising from the Strike Notice dated 6<sup>th</sup> March 2024 shall immediately return to work but not later than **within 24 hours** of executing this deed.

## 14. Non-Victimization

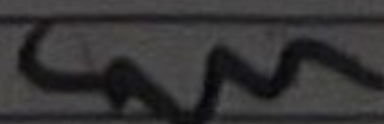
There will be no victimization of any employee for having participated in the strike ensuing pursuant to the strike notice dated 6<sup>th</sup> March 2024. In that regard any disciplinary proceedings commenced or continued as flowing from the strike notice dated 6<sup>th</sup> March 2024 and subsequent events related to the strike (*including but not limited to demotion, suspension, termination, stoppage of salaries and non-remittance of union dues*) are voided.

All unpaid union dues and salaries shall be paid in accordance with the existing contractual obligations.

## 15. Matters before Court

The parties hereby agree that this Return to Work Formula Agreement shall be adopted as a consent in Employment and Labour Relations Court at Nairobi in Petitions Number E032, E033 and E036 of 2024 emanating from the Strike Notice by

Initials:





the Union dated 6<sup>th</sup> March 2024 and any subsequent strike flowing from the said notice.

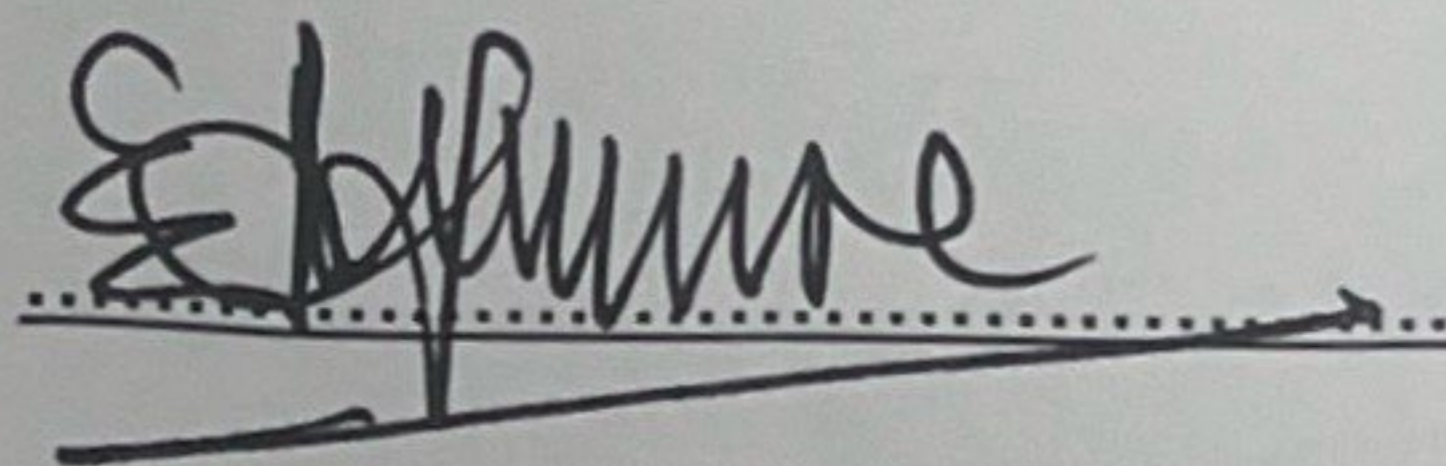
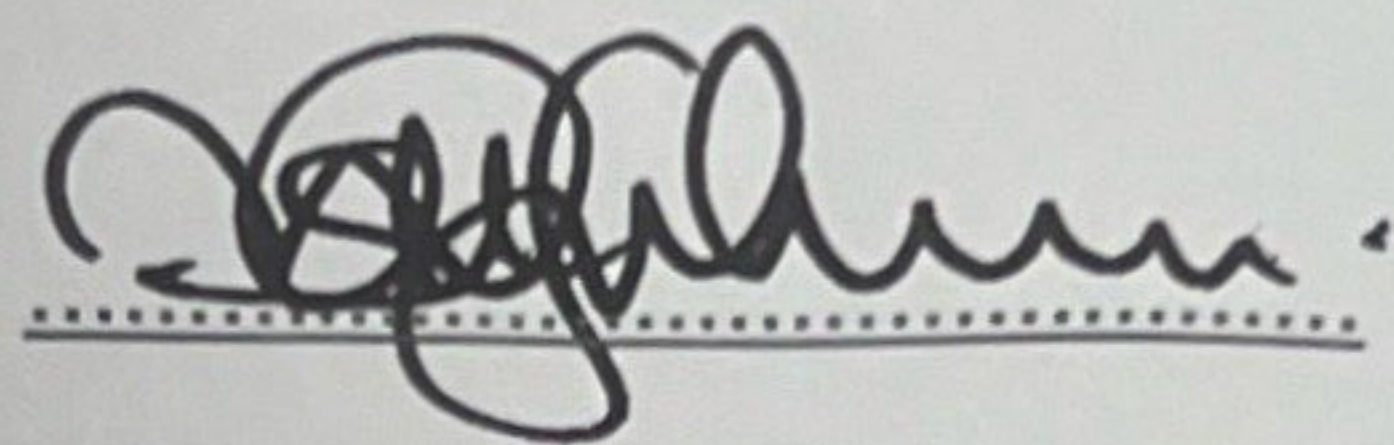
**IN WITNESS WHEREOF** the Parties through their authorized officials hereby execute this Agreement on this **EIGHTH** Day of **MAY**, 2024.

**SIGNED BY:**

**Ms. Nakhumicha Susan Wafula, EGH**

**The Cabinet Secretary**  
Ministry of Health  
For and on behalf of  
**The National Government &  
National Referral Facilities**

**In the Presence of:**  
Hon. Sharack J. Mose  
Solicitor-General

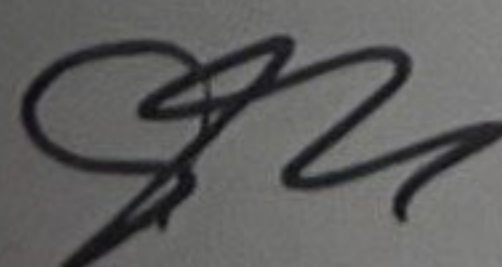
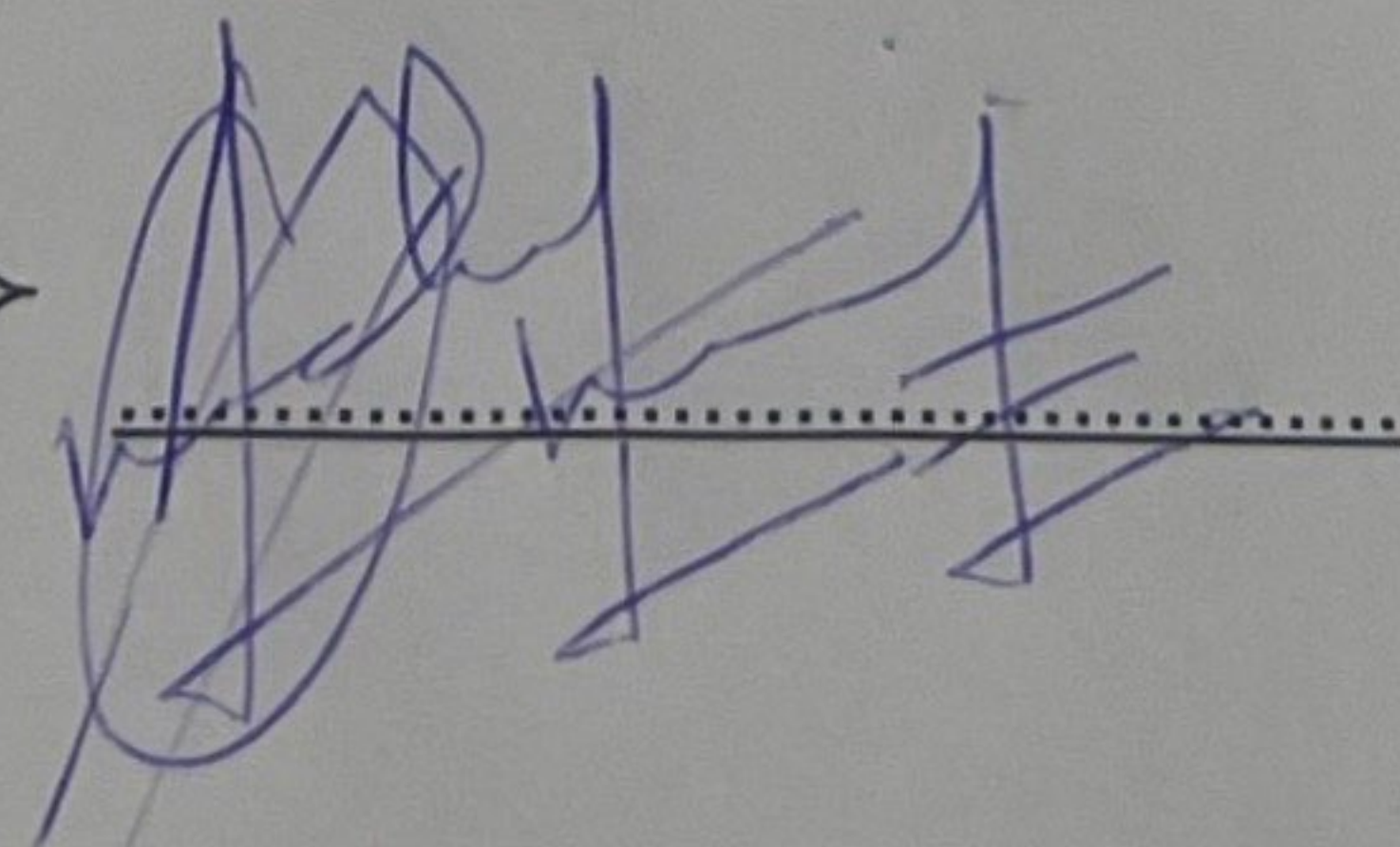
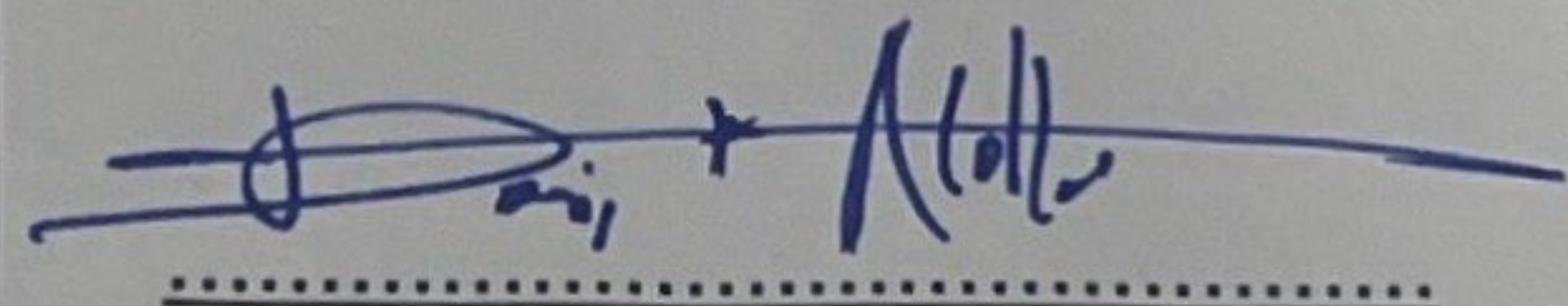


**Kenya Medical Practitioners Pharmacists and Dentists Union**

**SIGNED BY:**

**Dr. Davji Atellah**  
The Secretary General  
**KMPDU**

**Dr. Abidan Mwachi**  
The Chairperson  
**KMPDU**



Initials:



**RETURN TO WORK FORMULA**

EDGAR WASHINA

**In the Presence of:**

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**Advocate**

