

OLIJ KENYA INVEST. LTD

COLLECTIVE BARGAINING AGREEMENT

Between

AGRICULTURAL EMPLOYERS' ASSOCIATION
(Hereinafter referred to as the "Association")



And

KENYA PLANTATION AND AGRICULTURAL WORKERS' UNION
(Hereinafter referred to as the "Union")



***In the Matter of Wages and Terms
and Conditions of Employment for Employees of the Flower Grower Members of the
Association.***

2017 - 2019



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PREAMBLE:

- i) **WHEREAS** by terms of Recognition the Association and the Union agree that the Association has recognized the Union as a properly constituted body and the sole labour organization representing the interests of the employees within the membership of AEA.
- ii) **WHEREAS** the Union and the Association members enter into a Collective Bargaining Agreement to cover terms and conditions of service of unionisable employees of the Flower Grower Members of the Association, as per Appendix (i) of this Agreement. Provided that any Flower Grower Group member of the Association who is not in Appendix (i) of this agreement shall be free to enter into negotiations with the union on matters of Collective Bargaining Agreement.
- iii) **WHEREAS** the Association and the Union, meeting together in free heart and voluntary association enter into this common Agreement in the matters of wages, terms and conditions of service for employees of Flower Grower members of the Association.
- iv) **WHEREAS** the terms and conditions set out in this Agreement shall be effective to all unionisable employees except those defined as managerial.
- v) **NOW THEREFORE**, the Association and the Union having successfully concluded negotiations at their joint negotiating meetings agree as stated hereunder:-

1. **AGENCY FEES:**

Unionisable employees who are not members of the union shall be required to pay agency fees subject to gazettelement by the Minister of Labour in accordance with Section 49 of the Labour Relations Act.

2. **PROBATION PERIOD FOR PERMANENT EMPLOYMENT:**

Probationary period for an employee shall be two (2) calendar months.

- a) After successful completion of probation, an employee shall be confirmed into permanent employment; unless there is reason to extend the probationary period, which should be notified to the employee concerned in writing and provided that such extension does not exceed two months.
- b) During probation, either party may terminate employment by giving seven **7** days notice, or seven **(7)** days pay in lieu of notice.
- c) The Employer shall issue a confirmation letter to an employee after successful completion of probationary period. Provided that, where an employee has completed the probationary period and is not issued with a letter, the employee will be deemed to have been confirmed.

3. **WORKING HOURS:**

- a) Working hours for all employees other than those in sub-clause (b) below, shall be forty six (46) hours spread over six (6) days of the week.
- b) Working hours for stockmen, herdsmen and security guards shall be fifty six (56) hours spread over six (6) days of the week.
- c) Any extra hour worked above normal working hours shall be paid as overtime.
- d) An employee who is stopped from working by his/her employer for any reason other than the termination of his/her employment or dismissal shall be deemed to have worked as if stoppage had not occurred and be paid in full notwithstanding the fact that the stoppage was occasioned by a breakdown of the plant or inclement weather conditions and the employer will deploy such employee in other duties
- e) For notified/scheduled interruption of work, the employee shall compensate for the hours interrupted at any time to be agreed upon between the employee and the employer.

4. **WEEKLY REST DAY WITH PAY:**

An employee shall be entitled to at least one (1) rest day with full pay within every period of seven days.

5. **OVERTIME:**

Overtime shall be paid at the following rates: -

- a) For time worked in excess of the normal working hours at one and a half (1.5) times the normal hourly rates.
- b) For time worked on rest days and gazetted public holidays at twice (2) the normal hourly rate.
- c) Overtime shall be at the discretion of management and every employee shall be required to work overtime when called upon to do so.
- d) Overtime worked shall be paid in cash through payroll, but on mutual agreement may be granted equivalent time-off.

6. **GAZETTED PUBLIC HOLIDAYS:**

- a) An employee shall be granted any current declared and gazetted public holidays with full pay as follows: -

New Year	Mashujaa Day
Idd Ul Fitr	Good Friday
Madaraka Day	Easter Monday
Jamhuri Day	Labour Day
Boxing Day	Christmas Day

- b) Any changes in the number of Public Holidays that might be introduced and gazetted as paid Public Holidays by the Government shall be regarded as agreed public holidays.

- c) If such holiday(s) falls within leave period/rest day, the employee shall be granted the holiday(s)/rest day in addition to his/her paid leave.

7. **ANNUAL LEAVE:**

- a) After completion of twelve months continuous service, an employee shall be entitled to annual leave as under: -
i) Upto five years service - 24 working days leave.
ii) Over five years service - 26 days.

Application for leave must be filled one month in advance.

- b) Where employment is terminated during leave earning period, pro-rata leave shall be given with full pay for each completed month of service.
- c) Where an employee is required to work at the request of the Employer instead of taking his/her annual leave, such employee shall be paid in cash for his/her leave days.
- d) A permanent employee shall be entitled to two thousand nine hundred shillings (2,900/=) as leave travelling allowance once a year.
- e) Travelling allowance will not be paid to an employee who opts to encash his leave.

8. **COMPASSIONATE LEAVE:**

- a) An employee may at the discretion of the employer be granted compassionate leave.
- b) Compassionate leave should not be unreasonably refused and may, by prior arrangement by the employee with the employer be treated as paid leave and subsequently set-off against the employee's annual leave.
- c) When proceeding on compassionate leave, the employer may on request by the employee, advance him/her accrued pay for the period worked less deduction. Such application to be done at least 3 days prior to the commencement of the leave.

9. **SICK OFF/SICK LEAVE:**

- a) An employee shall be granted fifty-three (53) days sick leave with full pay, followed by fifty-five (55) days at half pay in any twelve (12) consecutive months of employment.
- b) An employee shall not be entitled to such payments unless he produces to the employer a certificate of incapability certified by a qualified medical practitioner and company medical practitioner to verify the authenticity of such a document covering the period of sick leave claimed.
- c) An employee who has exhausted sick leave and who in the opinion of a medical practitioner is considered to be unproductive through reasons of ill health, shall be retired on medical grounds by the employer and be paid full terminal benefits as per clause 24 of the CBA. The union agrees that such retirement shall not be subject of a dispute.

10.

MATERNITY LEAVE:

- a) A female employee shall be entitled to three (3) months maternity leave, provided that she shall not forfeit her annual leave for that year.
- b) Nursing mothers shall be granted up to one (1) hour company time per day to breastfed their children provided those children are less than ten (10) months old.
- c) Expectant and nursing mothers shall not be deployed to work in areas which in the opinion of a registered Medical Practitioner could endanger the life or health of the mother and/or child.
- d) Paternity leave shall be granted in accordance with Section 29 (8) of the Employment Act 2007.

11.

LEAVE FOR UNION OFFICIALS AND REPRESENTATION:

- a) The Employer shall grant shop stewards time off with full pay of up to 2 days to attend official Union duties, provided prior permission is sought and granted by the Employer. The employer shall not bear the responsibility for transport and subsistence allowance.
- b) Four (4) employees may be granted up to 15 days special leave per year with pay to attend to properly organized courses and seminars considered to be beneficial to the employee, the Union and the Employer.
- c) Employers shall grant union officials paid leave to attend to disputes affecting the Employer and Employees.
- d) All flower members of AEA who are a party to this agreement with union representation shall only recognize elected shop stewards as the sole representatives of unionisable employees on matters of terms and conditions of employment.

12.

HOUSING/HOUSING ALLOWANCE:

- a) An employee who is not provided with free housing by the Employer shall be entitled to a house allowance as below:-

Cities	Municipalities	Other Areas
2,900/=	2,500/=	2000/=

- b) If an employee is provided with reasonable housing accommodation and refuses to take such accommodation for personal reasons, such employee shall not be entitled to house allowance.
- c) If an employee's services are terminated for reasons other than gross misconduct, he/she shall be given one-month notice to vacate such company house. An employee who is summarily dismissed shall vacate immediately, or at the employer's discretion. Provided no house allowance shall be paid in lieu where no company house had been provided.

13. **SAFARI ALLOWANCE:**

An employee travelling on duty away from normal place of work shall be provided with allowances as follows: -

Breakfast	KShs. 280.00
Lunch	KShs. 380.00
Dinner	KShs. 380.00

Accommodation:

Nairobi/Mombasa	KShs.2000.00
Other towns	KShs.1,400.00

14. **ACTING ALLOWANCE:**

- a) After ten (10) days acting in a higher category/grade than his/her own, an employee shall be entitled to acting allowance.
- b) Acting allowance shall be the difference between an employee's basic wages and the basic wages of the grade being relieved.
- c) An employee required to act in a higher position shall be issued with an appointment letter prior to acting in the said higher position.
- d) An employee acting on a vacant position of higher category/grade than his/her own, shall after two (2) months be confirmed in writing to that position.

15. **DISPUTE AND INDIVIDUAL GRIEVANCES:**

- a) An employee wishing to put forward grievances in which she/he is directly and personally concerned shall in the first instance follow the company grievance handling procedures as per parties' Recognition Agreement which shall be made available.
- b) In the event of such grievance not being settled, the Union shall have the right to pursue the dispute in accordance with the parties' Recognition Agreement.

16. **WARNING SYSTEM:**

An employee who commits misconduct other than gross misconduct shall be given warning in the following manner: -

- a) The first and second warnings shall be recorded in the employee's file. The third warning shall be copied to the Branch Secretary of the Union.
- b) If an employee with three warnings in his/her file commits misconduct within 12 months from the date of the first warning, he/she shall be liable to termination of employment.
- c) If an employee with a warning in his/her file does not commit misconduct within 12 months from the date of the last warning, such warnings shall become invalid.
- d) If an employee refuses to accept a warning letter, the shopsteward will be called to witness. If the employee still refuses to accept in the presence of the

shopsteward, this shall be treated as a serious offence and he/she shall be liable to disciplinary action in accordance with clause 19 of this agreement.

- e) An employee served with a warning shall have right of appeal to the Employer within five (5) days from the receipt of the warning and the employer will address the appeal within 5 days as well.

17.

SUSPENSION:

An employee suspected by the employer of having committed an offence shall be suspended from duty for not more than one month and shall receive half-pay while his/her case is under investigations.

- a) If found innocent, the employee shall be paid the remaining half salary and be reinstated without loss of service or benefits.
- b) If found guilty, appropriate action shall be taken as provided for in clause 18 or 19 of this agreement.
- c) The employee and the chief shop steward shall be informed of the investigation results and the management action to be taken.

18.

TERMINATION AND RESIGNATION OF EMPLOYMENT:

- a) After completion of probationary period and up to five (5) years continuous service with an employer, either party shall give in writing 30 days' notice or pay in lieu.
- b) After completion of between five (5) to ten (10) years continuous service, either party shall give in writing 45 days' notice or 45 days' pay in lieu.
- c) After completion of ten (10) years and above, either party shall give in writing 60 days' notice or pay in lieu.
- d) All terminal dues on account of termination shall be paid within ten (10) working days after clearing with the employer.

19.

SUMMARY DISMISSAL:

- a) The Employer reserves the right to summarily dismiss an employee for gross-misconduct as per Employment Act 2007.
- b) The provisions of section 41 of Employment Act 2007 shall apply.
- c) All benefits shall be paid as per Employment Act 2007.

20.

UNIFORMS AND PROTECTIVE CLOTHING:

- a) Protective clothing shall be provided in accordance with the Occupational Health and Safety Act.
- b) The employee must make sure that such protective clothing is kept clean and in good order. The employer will provide storage facilities.
- c) Serviceable protective clothing shall be issued to employees so entitled to and any unserviceable protective clothing shall be returned before a new issue is made. An employer shall provide 2 dustcoats/overalls to an employee at any

one time.

- d) An employee who is provided with protective clothing and who fails to use them as specified will be liable to disciplinary action.
- e) For employees working using chemicals, washing should be done at the place of work.
- f) An employee shall either be issued with one standard bar of soap for washing the protective clothing/uniform within the farm once a month or clothes will be laundered by employer.

21. **MEDICAL ATTENTION:**

Medical attention shall be provided in accordance with Section 34 of the Employment Act, read together with the Medical Treatment Rules, Legal Notice No. 28 of 2014. (App. II).

The company registered medical practitioner shall be free to refer the employee to a Government Referral Hospital, health center and or government clinics as per the Employment Act (Legal Notice No. 28 of 2014) Laws of Kenya.

22. **DEATH OF AN EMPLOYEE:**

In the event of death of an employee the Employer shall assist the family of the deceased with thirty thousand shillings (30,000/=) towards funeral expenses, inclusive of transport and coffin.

23. **RETIREMENT AGE:**

Retirement due to old age shall be 60 years for all employees. However, an employee may opt to retire at 50 years as stipulated under the NSSF Act.

24. **GRATUITY:**

- a) An employee, whose services are terminated, is retired or resigns after five (5) years' continuous service with the Employer, shall be entitled to gratuity at the rate of twenty-three (23) days basic pay for each completed year of service. Flower Growers Group members currently operating a pension/provident funds shall be given a grace period of up to 31st July 2009 to wind up the schemes. Gratuity entitlements for employers currently operating provident/pension schemes for their employees shall be effective from 1st August 2009 or at a time of winding up the provident/pension fund scheme, whichever is earlier. The period in which pension/provident fund contribution has been paid by the employer shall not be considered for gratuity payments.
- b) No gratuity shall be paid in case the employee is summarily dismissed from employment.

25. **REDUNDANCY:**

It shall be a condition in every contract that where the employment is terminated on account of redundancy, the following principles shall apply:-

- a) The Union and Labour Officer of the area shall be notified of the reasons for and the extent of the intended redundancy one month prior to the date of the intended redundancy.

- b) The employer shall have due regard to the seniority in time and skill, ability and reliability of each employee belonging to the particular category of employees affected by the redundancy.
- c) The redundant employee shall be entitled to notice as set out in clause 18 of this agreement.
- d) An employee declared redundant shall be entitled to twenty one (21) days' pay for each completed year of service.
- e) An employee who is housed by the Employer and is declared redundant shall be allowed to stay on the farm up to a maximum period of three months from the date of notice and in the case of transfer of ownership of the farm, the grace period of three months shall not apply but instead the employee shall, if so required, vacate the farm within a period of thirty days from the date of notice. Provided no house allowance shall be paid in-lieu where no house was provided.
- f) Notwithstanding anything contained in subparagraph (e), payment of benefits under this sub-paragraph shall only be made upon clearance.
- g) An employee who is paid redundancy benefits under this clause shall not qualify for payment of gratuity under clause 24 above.
- h) All terminal dues on account of redundancy shall be paid within ten (10) working days after clearing with the employer.

26. **ESSENTIAL SERVICES:**

The following categories of operations shall be regarded as essential services. No employee under these categories shall be involved in any strike actions or the downing of tools:-

- Radio operators;
- Security guards;
- Medical Attendants;
- Irrigation Operators;
- Pesticide Applicators;
- Electricians.
- Sanitary staff

27. **TERM CONTRACT:**

This shall be as per the Employment Act 2007.

28. **SEASONAL LABOUR:**

- a) Seasonal employees may be employed from time to time to cover planting and harvesting seasons or other activities related to high volume of production and processing of flowers.
- b) Seasonal workers may be employed for a minimum period of three (3) months and a maximum period of six (6) months.
- c) Seasonal workers shall be entitled to special terms of contract as follows:
- i) They will be paid at the end of each month and upon request, advance

- pay will be given once a month;
- ii) They shall be entitled to one month's notice or one month's pay in lieu of notice when their services are terminated before the expiry of the contract.
 - iii) They shall be entitled to pro-rata leave of 2 days for each completed month of service.
 - iv) A seasonal employee shall be granted maternity leave of three months or up to the expiry of her contract whichever is earlier.
- d) The Employer shall give first priority to seasonal workers when employing permanent employees. Provided such seasonal worker meets all requirements for the vacant post and has a clean record.
 - e) Where a seasonal employee is required to work beyond the maximum period of six (6) months, such an employee shall be deemed to have been engaged as a permanent employee and her/his services as a seasonal worker shall be taken into consideration for purposes of calculating any long term benefit.
 - e) A seasonal worker is eligible to become a member of the union and the company undertakes to deduct dues from members through payroll at the end of the month.

29. CERTIFICATE OF SERVICE:

A certificate of service shall be issued to an employee leaving company service on account of resignation, termination, dismissal and or retirement in accordance with the Employment Act 2007.

30. CHANGE OF OWNERSHIP

In the event of sale of a company, the union on behalf of the employees shall be informed two (2) months in writing and a meeting shall be convened to discuss the fate of employees before the change of ownership.

31. STATUTORY POLICIES:

Every employer shall, in accordance with the Employment Act 2007 and after consultation with the workers representatives issue policy statements covering: -

- HIV/AIDS;
- Employment Policy;
- Child Labour.

32. DISCRIMINATION AND SEXUAL HARASSMENT:

The provisions of Section 5 and 6 of the Employment Act, 2007 shall apply.

33. TRANSPORT:

It is recognized that most companies are providing transport to its employees at agreed stop/drop off points. It is agreed that companies shall continue with this arrangement. It is agreed that those who do not provide transport shall provide transport or means of transport.

34. PAYMENT OF WAGES:

Wages shall be paid at the end of each month. Provided that a mid-month advance
May be given on request.

35. GENERAL WAGE INCREASE:

- (i) All **unskilled** employees who were in employment as at 31st July 2017 will receive a general wage increase of **12.5%** first year and **12.5%** second year based on figures (Minimum Wages) and of the job categories in column (a) below:-
- (ii) All semiskilled and skilled employees who were in employment as at 31st July 2017 will receive a general wage increase of **11.5%** first year and **11.5%** second year based on figures (minimum wages) in column (a) and of the job categories below:-
- (iii) All new employees who join after 1st August 2017 will join on the entry level minimum listed in column (b) below but will be eligible for the second year increase as per (i) and (ii) above provided that they shall be in employment as at 31st July 2018
- (iv) Employees who serve for two years in the unskilled category will automatically be moved to semi-skilled job category.

No	Job Category	(a) Minimum Wage: 2015/2017	(b) Minimum Wage: 2017/19
1	Unskilled worker	Ksh .6,048	Ksh .6,579
2	Semi-skilled worker (Picker, Grader, Irrigator Pesticide applicator) House servant	Ksh 6,579	Ksh 7,157
	Skilled Employees		
3	Security	Ksh 7,659	Ksh 8,331
4	Tractor Driver	Ksh 8,840	Ksh 9,616
5	Clerks, Small Truck Drivers	Ksh 10,230	Ksh 11,128
6	Large Truck Drivers	Ksh 11,253	Ksh 12,241

36. EFFECTIVE DATE AND DURATION:

This agreement shall be in force with effect from 1st August, 2017 and remain in force for two (2) years. Thereafter it shall continue in force until amended by both parties. Either party desiring to amend this Agreement shall give the other six (6) month's notice of intended amendment.

Appendix 'I'**List of Flower Grower Members of AEA who are Members of this CBA.**

No.	Company	Address	Signatory
1.	Africallalily Ltd	Box 709 Village Mrkt Nrb	Ms. Colete Groenewegen
2.	Agribio (K) Ltd	Box 1739 Naivasha - 20117	Mr. Peter Mwangi
3.	Agriflora Kenya Ltd	Box 15139 Nairobi	Mr. Haron C Koimur
4.	Batian Flowers Ltd	Box 206 Timau	Ms Nancy Ndai
5.	Bigot Flowers Ltd	Box 2039 Naivasha - 20117	Mr. Jean Phillipe
6.	Bilashaka Flowers Ltd	Box 2040 Naivasha - 20117	Mr. Joost Zuurbier
7.	Black Petals Ltd	Box 508 - 00219 Karuri	Mr. Nirzar Jundre
8.	Carzan Flowers Ltd	Box 1801 Naivasha 20117	Mr. Richard Fernandes
9.	Charm Flowers Ltd	Box 51398 Nairobi - 00200	Mr. Ashok Patel
10.	De Ruiters (E A) Ltd	Box 687 Naivasha - 20117	Mr. Fred Okinda
11.	Equator Flowers (K) Ltd	Box 7610 Eldoret	Mr. Haron C Koimur
12.	Fairy Flowers Ltd/Hadithi Plants	Box 63276 Nairobi -0019	Mr. Sjaak Nannes
13.	Florensis (K) Ltd	Box 1896 Naivasha 20117	Mr. Eddy Verbeek
14.	Golden Tulip Farms Ltd	Box 45 Ol Kalou	Mr. Ratnalu U. Choudhary
15.	Harvest Ltd	Box 60158 Nairobi- 00200	Mr. Sylvester Wabwire
16.	Isinya Roses Ltd	Box 1616 - 00606 Nairobi	Mr. Nish Dave
17.	Karen Roses Ltd	Box 68010 Nairobi	Ms. Beth Obilla
18.	Kongoni River Farm - Gorge	Box 1271 Naivasha 20117	Mr. Anand Patil
19.	Kongoni River Farm - Liki	Box 537 Nanyuki	Mr Madhav Lengare
20.	Kongoni River Farm - Longonot Horticulture	Box 1271 Naivasha 20117	Mr Chandrakant Bachcha
21.	Kongoni River-Star Division	Box 1401 Naivasha - 20117	Mr. Dinkar Wadu
22.	Kreative Roses Ltd	Box 868 Nairobi - 00502	Mr. Stanley Wesonga
23.	Lamorna Ltd	Box 1913 Naivasha - 20117	Mr. Peter Mureithi
24.	Lathyflora (K)Ltd	Box 63276 Muthaiga, Nrb	Mr. J A M Nannes
25.	Laurel Investment Ltd	Box 45 Ol Kalou	Mr. Ashok Bhujbal
26.	Lemotit Flowers Ltd	Box 2187 Kericho	Mr. Steve Scott
27.	Maasai Flowers Ltd	Box 15139 Nairobi	Mr. Haron C Koimur
28.	Magana Flowers Ltd	Box 14618 Nairobi - 00800	Mr. Nickolas Ambanya
29.	Maji Mazuri Flowers Ltd	Box 15139 Nairobi	Mr. Peter Kemei
30.	Maridadi Flowers Ltd	Box 1800 Naivasha - 20117	Mr. Jack Kneppers
31.	Molo River Roses Ltd	Box 542 Nakuru 20100	Mr. Peter Kemei
32.	Mt Elgon Flowers Ltd	Box 124 Kitale - 30200	Mrs. Bea Anderson
33.	Mt. Kenya Altroemeria Ltd	Box 1148 Nanyuki - 10400	Mr Edwin Van Der Veen
34.	Mwanzi Ltd	Box 49125 Nairobi-00100	Mr. Srikanth V
35.	Nini Ltd	Box 569 Naivasha	Mr. Philip Kuria
36.	NIRP East Africa Ltd	Box 1484-20117 Naivasha-20117	Ms. Veronicah Wambui
37.	Ol Njorowa Ltd	Box 879 Naivasha 20117	Mr. David Mousley
38.	Olij Kenya Invest Ltd	Box 479 Naivasha - 20117	Mr. Vijay Bhosale
39.	P J Dave Flora Ltd	Box 18436 - 00500 Nairobi	Mr. P J Dave
40.	P J Dave Flowers Ltd	Box 18436 - 00500 Nairobi	Mr. Hitesh Dave

41.	Panocal International Ltd	Box 982, Kitale - 30200	Ms. Mercy Njuguna
42.	Penta Flowers Ltd	Box 40452 Nairobi	Mr. Tom Ochieng
43.	Primarosa Flowers Ltd	Box 540 Athi River	Mr. James Morebu
44.	Real IPM	Box 4001 Madaraka - Thika	Mr. Henry Wainright
45.	Red Lands Roses Ltd	Box 10 Ruiru - 00232	Ms. Isabella Spindler
46.	Roseto Ltd	Box 3206 Nakuru	Mr. Ashok Shah
47.	Selecta Kenya Ltd	Box 64132 Nairobi	Mr. Yaron Gurevich
48.	Simbi Roses Ltd	Box 769, Thika	Mr. Jefferson Kingi Karue
49.	Stokman Rozen Ltd	Box 2029-20117 Naivasha	Ms Jane Mwawasi
50.	Subati Flowers Ltd	Box 25030 Nairobi	Mr. Naren Patel
51.	Sun floritech Ltd	Box 1701 Naivasha	Mr. Avinash Mokate
52.	Syngenta Kenya Cuttings	Box 27774 Nairobi 00506	Mr. Mark Muthusi
53.	Syngenta Pollen Ltd	Box 1037 Ruiru - 00232	Mr. Mark Muthusi
54.	Tambuzi Ltd	Box 1148 Nanyuki - 10400	Mr. Tim Hobbs
55.	Terrasol (K) Ltd	Box 63276 Nairobi	Mr. J A M Nannes
56.	Transebel Ltd	Box 39399 Nairobi	Mr. Brian Wahome
57.	Tropiflora Ltd	Box 622 Village Mkt Nbi	Mr. Mohan Choudhrey
58.	Tulaga Flowers Ltd	Box 1711 Naivasha 20117	Mr. Dennis Wedd
59.	Utee Est Ltd	Box 1970 Village Market, Nairobi	Mr. Mohan Choudhery
60.	Valentine Growers Ltd	Box 1846 Kiambu	Mr. Mike Maina
61.	Van Den Berg (K) Ltd	Box 1129 Naivasha - 20117	Mr. Johan Remeus
62.	Waridi Ltd	Box 19294 Nairobi	Mr. Charles Kiragu
63.	Wildfire Ltd	Box 379 Naivasha 20117	Mr. Peter Pzapary
64.	Winchester Farm Ltd	Box 15139 Nairobi	Mr. Peter Kemei
65.	Xpression Flora Ltd	Box 7029 Nakuru	Mr. Inder Nains
66.	Zena Roses Ltd	Box 2759 Thika	Mr. Issa Wafula

Disclaimers

WHEREAS this Collective Bargaining Agreement is the property of Agricultural Employers' Association and Kenya Plantation & Agricultural Workers' Union negotiated for the exclusive benefit and use by the parties listed in Appendix (1) above. Any other party purporting to apply the same without express authority of parties will be infringing on the copyright of the AEA/KPAWU and will be doing so at the risk of attendant legal action.

Appendix 'II'

PART VI - MEDICAL TREATMENT RULES LEGAL NOTICE 28/2014

Expenses of Medical treatment:

28. (1) the medical treatment of an employee shall be provided at the expenses of the employer unless-
- (a) The illness or injury was contracted during any period when the employee was absent from his employment without lawful cause or excuse; or
 - (b) The illness or injury is proved to have been self-inflicted; or
 - (c) Medical Treatment is provided free of charge by the Government or any insurance scheme established under any written law which covers the employee.

Report of illness:

29. An employer shall take reasonable steps to ensure that every case of illness or injury of any employee occurring on the property is brought to the notice of the employer, by displaying on a notice board the necessity to report such illness or injury,

Medical treatment:

30. Where there is reasonable cause to believe that any employee is suffering from illness or injury, whether contracted as a result of the employee's work or not, every employer shall, with the consent of the employee, cause to be provided to such employee, medical treatment.

Medicine to be available at work: 31. An employer shall at all times keep and have readily available at the place of work a sufficient quantity of medicine for the treatment of malaria, epsom salts and a solution of a recognized antiseptic.

First aid kit:

32. An employer shall keep, or cause to be kept readily available at all times at the place of work, at least one first-aid kit.

Dresser or nurse:

33. An employer who employs not less than one hundred employees in any one place shall, where no public hospital or dispensary facilities are readily available near the place of employment, appoint a medical dresser, nurse or other suitable person to supervise the treatment and care of the sick.

Transport:

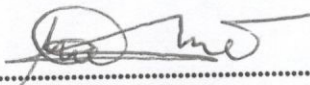
34. (1) where it is likely to be necessary for an employee to go to a hospital for medical treatment and some form of transport is necessary the employer shall provide such transport as is reasonable.
- (2) On the discharge of the employee from hospital, if the medical officer is of the opinion that transport is necessary to take the employee back to the workplace or residence the medical officer shall inform the employer to make arrangements for the transport, and if the employer cannot be contacted, the medical officer may himself make such reasonable arrangements for transportation of the employee at the expense of the employer.

Offences: 35. An employer who fails to comply with any of the provisions of this Part commits an offence

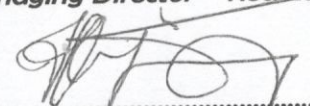
Signed for:

For and on behalf of:

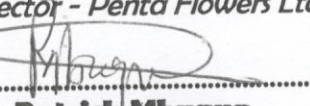
AGRICULTURAL EMPLOYERS' ASSOCIATION:


.....
Dr. Isabelle Spindler

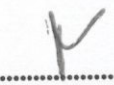
Managing Director – Red Lands-Roses Ltd


.....
Mr. Tom Ochieng

Director – Penta Flowers Ltd


.....
Mr. Patrick Mbugua

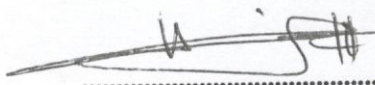
General Manager- WildFire Ltd


.....
Ms. Jane Mwawasi

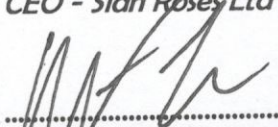
HR& Admin Manager -Stokman Rozen Ltd


.....
Mr. Philip Kuria

General Manager – Nini Ltd


.....
Mr. Haron C Koimur

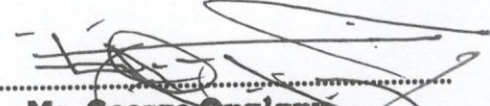
CEO - Sian Roses Ltd


.....
Ms. Colette Greenewegen

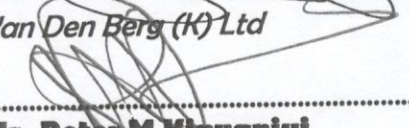
Director – Africalla Group


.....
Mr. Mohan Choudhery

Managing Director-Black Tulip Group


.....
Mr. George Ong'any

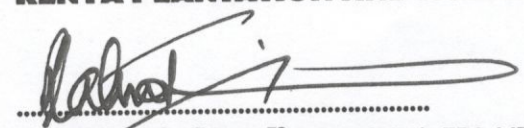
HRM - Van Den Berg (K) Ltd


.....
Mr. Peter M Kinyanjui

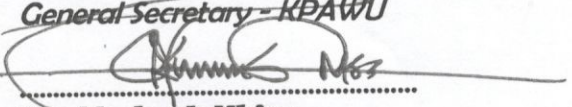
AEA- Head of Legal & IR Services

For and on behalf of:

KENYA PLANTATION AND AGRICULTURAL WORKERS' UNION:


.....
Mr. Francis Atwoli NOM, (DZA), EBS, MBS,

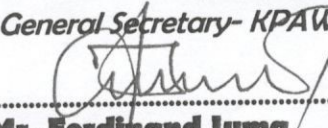
General Secretary - KPAWU


.....
Mr. Meshack Khisa

Assistant General Secretary - KPAWU

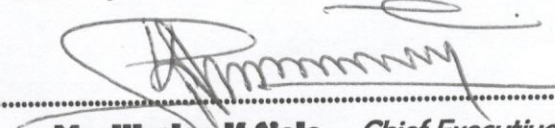

.....
Mr. Thomas Kipkemboi

Deputy General Secretary- KPAWU

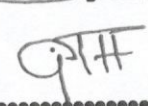

.....
Mr. Ferdinand Juma

Branch Secretary Sulmac/ Naivasha

Witnessed by.....


.....
Mr. Wesley K Siele – Chief Executive Officer, AEA

JNC Chairman


Dated this day of *November* 2017