

REPUBLIC OF KENYA



INDUSTRIAL COURT OF KENYA

CERTIFICATE OF REGISTRATION OF

COLLECTIVE BARGAINING AGREEMENT CA NO. 297 OF 2016

BETWEEN

TEACHERS SERVICE COMMISSION

AND

KENYA NATIONAL UNION OF TEACHERS (KNUT)

This is to inform you that the Court having duly considered the Collective Bargaining Agreement entered into by you dated 25th October, 2016 has this day accepted the said Collective Agreement for Registration in accordance with the relevant provisions of the Labour Relations Act No. 14 of 2007.

The Collective Agreement has been entered in the Register of Collective Agreements maintained by Court under the following entry:-

CEA NO. 232 OF 2016

Dated this 30th day of November, 2016.

HON. JUSTICE ABUODHA J. N.

JUDGE

Copy to:

The Cabinet Secretary
Ministry of Labour, Social Security & Services
P.O Box 40326-00100
Nairobi.

The Commission Secretary
Teachers Service Commission
P.O Box Private Bag - 00100
Nairobi.

The General Secretary
KNUT
P.O. Box 30407-00100
Nairobi.

The Executive Director
Federation of Kenya Employers
P.O. Box 48311
Nairobi.

The Chief Economist
Ministry of Labour, Social Security
& Services
Nairobi.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TEACHERS SERVICE COMMISSION



AND

THE KENYA UNION OF POST PRIMARY EDUCATION TEACHERS



TEACHERS SERVICE COMMISSION COUNTER PROPOSAL

DATED THIS 26th DAY OF October 2016

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ACCRONYMS

CBA	Collective Bargaining Agreement
COCE	Code of Conduct and Ethics for Teachers
COR	Code of Regulations for Teachers
CSO	Curriculum Support Officer
EARC	Education Assessment Resource Centers
ILO	International Labour Organization
KUPPET	Kenya Union of Post Primary Education Teachers
SRC	Salaries and Remuneration Commission
TSC	Teachers Service Commission

FOR: TSC: /.....

FOR KUPPET: /.....

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THIS AGREEMENT is made on the.....Day of2016.

BETWEEN

The **TEACHERS SERVICE COMMISSION**, a constitutional Commission established under Article 237 (1) of the Constitution of Kenya (hereinafter referred to as “the Employer”) of Post Office Private Bag - 00100, Nairobi, in the Republic of Kenya of the one part;

AND



THE KENYA UNION OF POST PRIMARY EDUCATION TEACHERS, a trade union registered under section 12 of the Labour Relations Act (hereinafter referred to as “the Union”) of Post Office Box 30412 – 00100, Nairobi in the Republic of Kenya, of the other part.

PREAMBLE

- (a) The Parties to this Agreement meeting together in a free and voluntary association have determined to regulate industrial relations between them and the interest of mutual understanding and co-operation by signing this Agreement on the terms and Conditions of employment of teachers in public service.
- (b) The Parties agree to mutually recognize, declare and reaffirm their common commitment to maintain a collaborative collegial collective relationship aimed at realizing quality teaching service in an environment of continuous improvement of terms and conditions of service for teachers.
- (c) Towards meeting the needs of a progressive and forward-looking teaching service, the Parties express a mutual obligation to and responsibility for the same.
- (d) The Employer and the Union wish to declare their mutual intent to work towards the attainment of common aims as follows:
 - (i) Advancement of quality teaching standards through performance evaluation.

FOR: TSC:/.....

FOR KUPPET:/.....

- (ii) The development of a system of communication and consultation designed for harmonious industrial relations of the Parties.

WHEREAS:

The Commission is an employer of all teachers in the public service; and

- (a) The Union is duly recognized by the employer as provided in the Recognition Agreement executed on 2nd June 2010; and
- (b) Article 41 (5) of the Constitution and section 12(1) of the Labour Relations Act give Parties the right to enter into this Agreement; and
- (c) The Parties are desirous to establish harmonious industrial relations through fair terms and conditions of service.

NOW, THEREFORE, in consideration of the mutual covenant, promises and Agreements herein contained, the Parties do hereby agree as follows:-

1. DEFINITIONS AND INTERPRETATIONS

“agent” means any person or body appointed by the Commission in accordance with section 20 of the Act;

“allowance” means a monetary compensation paid to a teacher, in addition to the salary;

“basic salary” means the amount of money paid to a teacher on a monthly basis and excludes the allowances;

“bipartite” means an engagement between TSC and KUPPET;

“court” means Employment and Labour Relations Court of Kenya;

“dismissal” means the decision by the Commission to terminate the services of a teacher;

“employer” means the Teachers Service Commission;

“grievance” means an industrial complaint that affects the terms and conditions of employment which has not been escalated to a trade dispute;

FOR: TSC: /.....

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“head of institution” means the lead educator or administrator in a public educational institution appointed by the Commission as such and responsible for the implementation of the educational policy and professional practices;

“industrial action” means a strike or lockout;

“performance appraisal system” means a process of evaluation of a teacher’s performance over a period of time based on agreed performance standards in a consultative manner;

“redundancy” means the loss of employment, occupation, job or career by involuntary means through no fault of an employee, involving termination of employment at the initiative of the employer, where the services of an employee are superfluous and the practices commonly known as abolition of office, job or occupation and loss of employment;

“release” means allowing a teacher who has been offered employment by public institution, teachers unions, county government and public educational institution to leave the teaching service to take up the appointment, without loss of pension benefits;

“teacher” shall have the meaning assigned to it under the Teachers Service Commission Act; and

“union” means the Kenya Union of Post Primary Education Teachers.

2. OBJECTIVE AND PURPOSE

2.1 The primary objective of this Agreement is to ensure that both Parties work harmoniously in negotiating the terms and conditions of service for teachers for the purpose of improving teaching standards and performance in the teaching service.

2.2 This Agreement is intended to facilitate structured and constructive dialogue between Parties for the purpose of maintaining industrial peace in the teaching service.

3. EFFECTIVE DATE AND DURATION

3.1 The term of this Agreement shall commence on 1st July, 2017.

FOR: TSC: /.....

FOR KUPPET: /.....

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3.2 This Agreement shall remain in force for a period of four (4) years with effect from 1st July 2017 to 30th June 2021.

3.3 This Agreement shall remain in force and bind all Parties until a new Collective Bargaining Agreement is negotiated.

4. CODE OF REGULATIONS & CODE OF CONDUCT AND ETHICS FOR TEACHERS

The Code of Regulations and Code of Conduct and Ethics for Teachers shall form an integral part of this Agreement.

5. PROBATION PERIOD

5.1 A teacher appointed by the Commission to serve on permanent and pensionable terms shall be placed on probation terms for a period which shall not exceed six (6) months.

5.2 A teacher shall upon expiry of probation period apply to the Commission, in writing, for confirmation of appointment.

5.3 The Commission shall upon receipt of the application confirm or give reasons in writing for refusing to confirm within 30 days.

5.4 The Commission may upon receipt of an application for confirmation of a teacher, and based on the recommendation of the head of the institution, confirm the appointment of the teacher on permanent and pensionable terms or extend, with the consent of the teacher, the probation for a period not exceeding another six months.

5.5 The Commission may, where the teacher completes a further period of probation confirms or terminates the appointment of the teacher based on the performance report from the head of institution.

5.6 A teacher who transfers service from the civil service to the teaching service while on permanent and pensionable appointment shall not be subjected to probation period.

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6. OBLIGATIONS OF THE PARTIES

6.1 Obligations of the Employer

- 6.1.1 To ensure expeditious settlement of reported industrial grievances and strictly observe the grievance handling mechanism recommended in this Agreement and the law.
- 6.1.2 To implement this Agreement upon registration in Court.
- 6.1.3 Expeditious implementation of bipartite settlements, Agreement and decisions.
- 6.1.4 To avoid engaging in activities or programmes contrary to this Agreement.

6.2 Obligations of the Union

- 6.2.1 That the union shall discourage any breach of the peace or civil unrest by union members that may disrupt learning and erode dignity of the profession.
- 6.2.2 That the union's representatives may not engage in union activities that disrupt learning and duties of its members in the course of their official duties unless granted permission in writing by their respective immediate supervisors.
- 6.2.3 Not to engage in any activities or programmes which contravene this Agreement.
- 6.2.4 That the union shall encourage professionalism in the teaching service by discouraging its officials and members from:-
 - a) Causing damage to institutional property during industrial action.
 - b) Intimidating their colleagues who are not participating in industrial action.
 - c) Denying employer's officers/agents access to Institutions of learning during industrial action.

FOR: TSC:/.....

FOR KUPPET:/.....

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- d) Using abusive/inappropriate language towards learners, their colleagues, Employer or its officers/agents and other members of the society.

7 REMUNERATION

Parties hereby agree that remuneration payable to the teachers shall be determined pursuant to the provisions of Articles 41, 237, and 230(4) of the Constitution of Kenya.

7.1 Basic Salary

7.1.1 Basic salary shall be paid as per **Appendix 1**.

7.1.2 The basic salary shall be implemented within four (4) years.

7.2 Commuter Allowance

The Commuter Allowance shall be paid as per **Appendix 2**.

7.3 Readers / Facilitation /Aid Allowance

Readers/Facilitation/Aid allowance shall be payable at the rate of Kenya Shillings fifteen thousand (KSh. 15,000/=) to the blind teachers and teachers confined to wheel chairs by virtue of their disability.

7.4 Leave Allowance

Leave allowance shall be payable to all teachers once per annum as per **Appendix 3**.

7.5 House Allowance

House Allowance shall be payable to teachers as per **Appendix 4**.

7.6 Hardship Allowance

Hardship Allowance shall be payable to teachers assigned duties in designated hardship areas as per **Appendix 5**.

FOR: TSC:/.....


FOR KUPPET: /.....

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7.7 Medical Benefit

Medical benefit shall be drawn as per Part IX of the Code of Regulations for Teachers.

8 REIMBURSABLE ALLOWANCES

The Parties agree to the payment of the following facilitative allowances:-

8.1 Daily Subsistence Allowance (Local Travel)

Daily Subsistence Allowance shall be payable to teachers as per Appendix 6 and Regulation 104 of the COR.

8.2 Daily Subsistence Allowance (Foreign Travel)

Daily Subsistence Allowance (Foreign Travel) shall be paid as per Appendix 7 and Regulation 104 of the COR.

8.3 Transfer Allowance

Transfer Allowance shall be payable at a rate of one month's Basic Salary as per Regulation 97 of the COR.

8.4 Travelling Expense

Reimbursement of travelling expenses shall be paid as per Regulations 98, 99, 100, 101, 102 and 103 of the COR.

9 LEAVES

The Parties agree that the Leaves shall be taken as provided under Part X of the Code of Regulation for Teachers.

10 PUBLIC HOLIDAYS

The Commission shall observe public holidays as stipulated in the Constitution, national legislation or any other day as may be gazetted by the Government.

11 PERFORMANCE MANAGEMENT AND EVALUATION

FOR: TSC: /.....

FOR KUPPET: /.....

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- 11.1 In recognition of the fundamental shift in policy in public employment and with a view to promote, enhance and maintain high performance standards in the teaching service, Parties hereby agree to ensure continuous professional development and annual performance evaluation system.
- 11.2 Parties agree that the employer shall undertake annual performance evaluation of all teachers in its employment as per the Code of Regulations for Teachers.
- 11.3 Annual performance evaluation shall be undertaken by the employer through tools to be developed with the participation of the Parties herein.
- 11.4 Parties further agree that the employer shall develop performance development programs with a view to enhance productivity in the teaching sector.
- 11.5 The employer undertakes to comply with Part VI of the Teachers Code of Regulations for Teachers in developing and facilitating career development programs with a view to enhance productivity in the teaching profession.

12 CAREER PROGRESSION

Parties agree that career progression in the teaching service shall be implemented as provided under Part VI of the Code of Regulations for Teachers.

13 DISCIPLINE

The Parties have agreed that the Discipline of teachers shall be undertaken as provided under Part XI of the Code of Regulation for Teachers and Code of Conduct and Ethics for Teachers.

14 EXIT FROM THE TEACHING SERVICE

14.1 A teacher may exit service through any of the following means:-

- a) Resignation
- b) Retirement
- c) Redundancy
- d) Termination

FOR: TSC: /.....

FOR KUPPET: /.....

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- e) Dismissal
- f) Transfer of service
- g) Release to other organizations
- h) Death

14.2 The Parties have agreed that the exit from service by teachers shall be undertaken as provided under Part XII of the Code of Regulation for Teachers.

14.3 Parties hereby agree that teachers who exit service before the full implementation of this Agreement shall not lay any claim as against either Party.

15 CERTIFICATE OF SERVICE

The Commission shall in accordance with the Employment Act issue a Certificate of Service to a teacher exiting the service of the Commission.

16 WORK INJURY BENEFITS

A teacher who is injured or dies while and in the course of employment will be compensated as per the Provisions of the Work Injury Benefits Act.

17 GRIEVANCE HANDLING PROCEDURE.

17.1 Parties agree that at all times attempts will be made to resolve all their grievances in an amicable manner with a view to achieving sustainable industrial peace in the teaching sub sector. Therefore Parties agree to exhaust all the Alternative Dispute Resolution mechanisms under the law before resorting to any form of industrial action.

17.2 In case the Alternative Dispute Resolution fails, either party shall be at liberty to refer the grievance to the Cabinet Secretary for Labour as provided under the Labour Relations Act.

FOR: TSC:/.....


FOR KUPPET:/.....


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18 INDUSTRIAL ACTION

18.1 In the event of an industrial action, Parties shall adhere to Part VIII and Part X of the Labour Relations Act.

18.2 With a view to maintain nobility of the teaching profession, Parties agree that in the event of an industrial action, they shall conduct themselves with dignity, civility and decorum.

19 NON-DISCRIMINATION

Parties to this Agreement shall be bound by the provisions under regulation 16 of the Code of Regulation for teachers on Non Discrimination.

20 SEXUAL HARASSMENT

Parties shall be guided by the Sexual Harassment clauses in the Employer's Gender Policy revised 2011 and regulation 23 of the Code of Conduct and Ethics for Teachers.

21 AMENDMENT/VARIATION

21.1 In the event that any provisions of this Agreement are to be modified after the Agreement has been signed, the modifications shall be by mutual consent of Parties, made in writing and signed by the authorized representatives of the Parties.

21.2 Notwithstanding sub-clause 21.1 herein above, any variation and/or amendment of this Agreement affecting remuneration and benefits shall be subject to the Salaries and Remuneration Commission's advice.

22 GOVERNING LAW AND JURISDICTION

This Agreement shall be subject to the laws of Kenya.

23 COSTS

Each Party shall bear its own costs incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

FOR: TSC:/.....

FOR KUPPET:/.....

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IN WITNESS WHEREOF, both Parties execute this Collective Bargaining Agreement in multiple originals the date herein above appearing.

SIGNED FOR AND ON BEHALF OF
THE TEACHERS SERVICE COMMISSION


BY:

NANCY NJERI MACHARIA, OGW
SECRETARY/CHIEF EXECUTIVE

DR. LYDIA N. NZOMO, OGW
COMMISSION CHAIRPERSON

In the presence of

OYUCHO TIMON

OTIENO OYUCHO
ADVOCATE
P.O. Box 3780 - 40100. KISUMU
Date: 26/10/16 Sign: 

SIGNED FOR AND ON BEHALF OF
KENYA UNION OF
POST PRIMARY EDUCATION TEACHERS
BY:

AKELO M.T. MISORI
SECRETARY GENERAL
KENYA UNION OF
POST PRIMARY EDUCATION TEACHERS

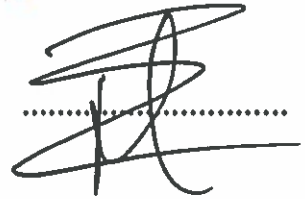
OMBOKO MILEMBA
NATIONAL CHAIRMAN
KENYA UNION OF
POST PRIMARY EDUCATION TEACHERS

In the presence of

WICKS MWETHI NJENGA













FOR: TSC: /.....

FOR KUPPET: /.....

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APPENDICES

APPENDIX 1: BASIC SALARY

NEW GRADE	MIN	MAX
D5	131,380	157,656
D4	118,242	141,891
D3	104,644	125,573
D2	91,041	109,249
D1	77,840	93,408
C5	62,272	77,840
C4	52,308	65,385
C3	43,154	53,943
C2	34,955	43,694
C1	27,195	33,994
B5	21,756	27,195

APPENDIX 2: COMMUTER ALLOWANCE

HEADTEACHERS	
JOB GROUP	RATES
B5 & C1	4,000
C2	5,000
C3	6,000
C4 & C5	8,000
D1 -D5	12,000 -16,000

APPENDIX 3: LEAVE ALLOWANCE

JOB GROUP	RATE IN KSH.P.A
B5 & C1	4,000
C2 - C5	6,000
D1 - D5	10,000

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APPENDIX 4: HOUSE ALLOWANCE

NAIROBI					FORMER MAJOR MUNICIPALITIES MOMBASA, KISUMU, NAKURU, NYERI, ELDORET, THIKA, KISII, MALINDI, AND KITALE			
J.G	current	1.7.15	1.7.16	1.7.17	Current	1.7.15	1.7.16	1.7.17
B5	5,000	5,584	6,167	6,750	3,000	3,500	4,000	4,500
C1	6,000	7,334	8,667	10,000	3,500	4,834	6,167	7,500
C2	10,000	12,167	14,334	16,500	6,000	8,267	10,534	12,800
C3 & C4	20,000	22,667	25,334	28,000	12,000	15,334	18,667	22,000
C4	20,000	22,667	25,334	28,000	12,000	15,334	18,667	22,000
C5	24,000	27,667	31,334	35,000	13,000	17,167	21,334	25,500
D1	40,000	41,667	43,334	45,000	15,000	19,334	23,667	28,000
D2 - D5	40,000	43,334	46,667	50,000	15,000	21,667	28,334	35,000

OTHER FORMER MUNICIPALITIES					OTHER AREAS			
J.G	Current	1.7.15	1.7.16	1.7.17	current	1.7.15	1.7.16	1.7.17
B5	3,000	3,284	3,567	3,850	3,000	3,067	3,134	3,200
C1	3,500	4,267	5,034	5,800	3,500	3,734	3,967	4,200
C2	6,000	7,200	8,400	9,600	6,000	6,500	7,000	7,500
C3 & C4	12,000	13,500	15,000	16,500	12,000	12,334	12,667	13,000
C5	13,000	14,667	16,334	18,000	13,000	13,800	14,600	15,400
D1	15,000	17,000	19,000	21,000	15,000	15,600	16,200	16,800
D2 - D5	15,000	18,334	21,667	25,000	15,000	16,667	18,334	20,000

APPENDIX 5: HARDSHIP

JOB GROUP	RATES (KSHS. P.M.)
B5	6,600
C1	8,200
C2	10,900
C3	12,300
C4	14,650
C5	17,100
D1 - D5	27,300 - 38,100

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FOR KUPPET:  /

APPENDIX 6: DAILY SUBSISTENCE ALLOWANCE (LOCAL TRAVEL)

JOB GROUP	<u>CLUSTER 1</u> Nairobi, Mombasa, Kisumu, Malindi, Kilifi, Lamu, Kwale & Naivasha	<u>CLUSTER 2</u> Nyeri, Eldoret, Kericho, Kakamega, Kisii, Embu, Nanyuki, Nakuru, Lodwar & Garissa	<u>CLUSTER 3</u> All others
B5 & C1	6,300	4,900	4,200
C2 - C5	11,200	8,400	7,000
D1 -D5	14,000	10,500	8,400

APPENDIX 7: DAILY SUBSISTENCE ALLOWANCE (FOREIGN TRAVEL)

RATES FOR FOREIGN TRAVEL (USD)			
Civil Service Job Group & Equivalent	JG: D1- D5	JG: C2 - C5	JG: B5 - C1
COUNTRY			
Afghanistan	293	243	208
Albania	311	264	239
Algeria	350	294	256
Angola	436	386	360
Antigua & Barbuda	387	348	321
Argentina	386	352	332
Armenia	386	301	253
Aruba	416	363	330
Australia	387	331	301
Austria	420	359	323
Azerbaijan	436	356	310
Bahamas	488	415	360
Bahrain	383	352	333
Bangladesh	301	264	243
Barbados	394	332	295
Belarus	334	292	263
Belgium	502	437	399
Belize	296	261	240
Benin	318	271	245
Bermuda	417	353	305
Bhutan	198	152	127
Bolivia	239	207	189
Bosnia & Herzegovina	266	213	184
Botswana	301	263	240
Brazil	418	372	331
Brunei	444	356	305
Bulgaria	321	301	287

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Burkina Faso	308	257	220
Burundi	314	278	259
Cambodia	271	241	223
Cameroon	344	289	256
Canada	452	406	378
Cape Verde	323	295	277
Central African Republic	331	277	237
Chad	439	406	383
Chile	285	254	238
China	393	344	317
Colombia	312	270	237
Comoros	399	337	290
Congo	337	282	252
Costa Rica	312	270	246
Cote d'Ivoire	354	299	259
Croatia	393	356	331
Cuba	295	272	256
Cyprus	327	306	293
Czech Republic	416	397	385
Denmark	430	392	372
Djibouti	314	276	255
Dominica	288	259	238
Dominican Republic	318	271	241
DRC Congo	442	374	323
Ecuador	286	252	232
Egypt	331	303	284
El Salvador	279	252	235
Equatorial Guinea	338	314	297
Eritrea	248	177	139
Estonia	331	287	260
Ethiopia	435	367	318
Fiji	289	250	229
Finland	498	424	366
France	517	418	366
French Guiana	341	289	251
Gabon	402	358	314
Gambia	328	270	237
Georgia	381	295	246
Germany	504	429	372
Ghana	266	230	209
Greece	391	371	358
Grenada	403	389	377
Guadeloupe	331	277	244

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Guatemala	277	242	220
Guinea	310	259	221
Guinea Bissau	341	250	198
Guyana	264	232	212
Haiti	321	299	285
Honduras	292	249	224
Hungary	422	364	318
Iceland	381	344	323
India	361	322	301
Indonesia	318	271	246
Iran	521	443	385
Iraq	702	603	525
Ireland	406	361	334
Israel	614	525	457
Italy	549	477	430
Jamaica	360	321	299
Japan	619	529	470
Jordan	421	355	314
Kazakhstan	436	358	311
Kiribati	331	264	226
Korea	363	330	310
Kosovo	331	287	260
Kuwait	652	559	486
Kyrgyzstan	350	260	210
Laos	207	179	162
Latvia	364	323	297
Lebanon	600	513	446
Lesotho	213	174	154
Liberia	384	337	311
Libya	463	393	354
Liechtenstein	586	505	453
Lithuania	322	277	249
Luxembourg	349	303	278
Macedonia	309	240	201
Madagascar	369	310	267
Malawi	330	298	278
Malaysia	405	342	296
Maldives	254	223	206
Mali	356	310	286
Malta	399	348	319
Marshall Islands	348	283	245
Mauritania	314	266	231
Mauritius	365	345	334

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FOR KUPPET: /.....

Mexico	450	432	420
Micronesia	420	365	330
Moldova	364	323	297
Monaco	613	525	455
Mongolia	306	255	218
Montenegro	404	370	344
Morocco	507	416	366
Mozambique	270	233	213
Myanmar	212	173	150
Namibia	248	208	179
Nauru	290	219	178
Nepal	245	202	173
Netherlands	438	395	370
New Zealand	541	461	400
Nicaragua	329	273	233
Niger	327	274	234
Nigeria	427	370	339
North Korea	293	245	217
Norway	354	317	296
Oman	572	497	437
Pakistan	326	284	256
Palau	388	330	294
Panama	316	282	263
Papua New Guinea	413	349	300
Paraguay	298	255	230
Peru	370	312	279
Philippines	347	292	250
Poland	359	320	298
Portugal	391	350	327
Puerto Rico	283	260	244
Qatar	396	334	296
Reunion	300	256	231
Romania	381	342	320
Russia	556	501	469
Rwanda	328	290	268
Samoa	305	264	231
San Marino	549	490	449
Sao Tome & Principe	237	182	150
Saudi Arabia	508	432	374
Senegal	327	284	261
Serbia	320	274	246
Seychelles	413	384	367
Sierra Leone	485	413	356

FOR: TSC: *N* /

FOR KUPPET: *A* /

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