

MEMORANDUM OF RECOGNITION AGREEMENT

BETWEEN

BANK OF ZAMBIA

AND

ZAMBIA UNION OF FINANCIAL INSTITUTIONS

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MEMORANDUM OF RECOGNITION AGREEMENT

BETWEEN

BANK OF ZAMBIA

(Hereinafter referred to as "The Bank")

AND

THE ZAMBIA UNION OF FINANCIAL INSTITUTIONS

(BANKING SECTION)

(Hereinafter referred to as "The Union")

1. RECOGNITION AGREEMENT

The Bank of Zambia agrees to recognise the Union as the sole representative and exclusive bargaining agent for the eligible employees of the Bank, for so long as the Union remains registered in accordance with the laws of Zambia in force from time to time affecting Labour Relations; for so long as the Union remains representative of such employees as are within the scope of this Agreement; and for so long as it continues to observe the terms of this Agreement.

2. SCOPE OF THE AGREEMENT

The Bank agrees that for the duration of this Agreement, it will not recognise any other Trade Union or Organisation as representing employees eligible for representation by the Union.

Employees eligible for representation by the Union shall be employees who are on the permanent staff of Bank of Zambia with the exception of those employees:

- (a) Who are in Managerial position
- (b) Who are Secretaries, Stenographers, Personal Assistants to the Governor, Managers, Regional Managers and Head of Departments.

In the terms of this clause it is understood that matters negotiated between the parties to this Agreement shall be confined to eligible employees, namely those below the Manager.

3. (a) The Recognition is granted on the basis of the Constitution of the Union in force at the date of execution of this Agreement a copy of which is annexed hereto and initialled by the parties for identification purposes.

The Union agrees that any alterations or additions to the Union's Constitution will be done or carried out in strict accordance with Section 16 of the Industrial Relations Act 1971.

- (b) The Union agrees that it will not initiate or support any action or proceedings designed or calculated to compel any employee of the Bank to be or to become a member of the Union against his/her will.
- (c) The Bank agrees that it will not take any disciplinary action against an official of the Union on account of any legitimate activities in his capacity as a Union official.
- (d) The Bank undertakes to afford such facilities to the officials and representatives of the Union as are mutually agreed as being necessary for the latter to carry out their duties as representatives of the employees at their various places of work.
- (e) The Union undertakes that employees' representatives will not leave their place of work for any purpose in connection with their duties as representatives without permission of their appropriate Bank officers. Such permission shall not be unreasonably withheld.

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- (f) The Bank undertakes that it will not discriminate against any employee on account of his Union membership and will not interfere with the affairs of the Union. The Union likewise undertakes not to interfere with the normal functions of Management.
- (g) Both parties to this Agreement undertake that their officers and elected representatives shall accept responsibility for compliance by their members with the conditions and procedures laid down in this Agreement, and agree to take all possible steps to prevent, or bring to an end as speedily as possible, any action taken by their members which is at variance with this Agreement or any other Agreement subsequently negotiated between the Bank and the Union.
- (h) The Union recognises that it is the prerogative of the Bank to discipline its employees for any improper acts done by them in their capacity as employees provided that in the case of eligible employees, Branch officials of the Union are subsequently informed at the latest by the following working day of the disciplinary action taken.

4. ELECTION AND NOTIFICATION OF REPRESENTATIVES

- (a) The Union undertakes to notify the Bank in writing of the name, designation and area of operation of each local and branch official and to provide officials with credentials to facilitate identification by members and officers of the Bank. The Union further undertakes to notify the Bank of any changes in office-bearers.

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- (b) Normal rights of access to members and potential members shall be accorded to accredited Union representatives for the purpose of Union business.

5. DEDUCTION OF UNION SUBSCRIPTIONS

Subject to the provisions of the Industrial Relations Act, the Bank undertakes, with the consent of the employees concerned, to deduct Union dues from the wages of those employees who are members of the Union on condition that:

- (a) Subject to Section 21 (1) of the Industrial Relations Act and as prescribed in the Rules of the Zambia Congress of Trade Unions the Bank will within fourteen days of making such deductions, remit to the Head Office of the Congress 30% (thirty per cent) of the Union dues so collected, the remaining 70% (seventy per cent) of the dues to be remitted to the Head Office of the Union.
- (b) The remittances referred to in (a) above shall be made by crossed cheque marked "not negotiable" and "account payee".
- (c) The Union agrees that the collection of all Union dues on its behalf by the Bank shall be suspended in respect of any period of time during which there is any withdrawal of labour, for whatever cause.

6. JOINT NEGOTIATING COUNCIL

- (a) In recognition of the fact that the Banking Industry is a vital service for the benefit of the common man the parties agree that the negotiating machinery will be subject to the provisions of the Laws of Zambia in force from time to time affecting Labour Relations. A Joint Negotiating Council for

eligible employees of the Bank coming within the scope of this Agreement shall be formed and shall sit in Lusaka.

(b) The Constitution and Rules of the Joint Negotiating Council are set out in Appendix "A".

(c) Subjects for Negotiation.

It is hereby agreed that the subjects set out in Appendix "B" hereto are subjects for negotiation between the Bank and the Union.

(d) Subjects not for Negotiation

It is hereby agreed that the subjects referred to in Appendix "C" (1) are NOT subjects for negotiation but this shall not preclude discussion and consultation between the Bank and the Union on the subjects contained in Clause "C" (1).

7. NEGOTIATING PROCEDURE

(a) Individual Grievances

Stage 1

An employee desiring to raise a grievance with which he is directly and personally concerned shall, in the first instance, discuss the matter with his immediate superior.

Stage 2

Failing a satisfactory solution after the matter has been raised at Stage 1, the employee and/or his Union representative may raise the matter in writing with the Branch Manager, Departmental Head who shall give a decision within forty eight (48) hours in writing.

Stage 3

If a solution is not forthcoming at Stage 2, the employee and/or his Union representative may refer the matter in writing to the

appropriate Departmental Head who will convene a meeting with the Union to discuss the issues involved. This meeting will be held within seven (7) working days of the date of the Union's letter. Within two (2) working days of that meeting the decision of the Bank will be communicated to the Union.

Stage 4

If any matter has not been resolved on completion of Stage 3 the Union may request that the matter be referred to a meeting of the Joint Negotiating Council. In the event of the matter being referred to such a meeting, that meeting shall be held with as little delay as possible, and in any event within twenty one (21) days of such reference.

(b) COLLECTIVE GRIEVANCES

These shall mean all grievances arising from a breach, real or alleged, of existing terms of service on the matters specified in Appendix "B" of this Agreement, which may affect all employees or any group of employees of the Bank. Such grievances shall be raised by the Union representative at Stage 2 of the procedure detailed in sub-paragraph (a) above. In the event of the failure to settle the matter, it shall be dealt with in accordance with Stages 3 and 4 of sub-paragraph (a) above. If no settlement is reached at Stage 4 above, each party shall notify the proper officer (Labour Officer) of the existence of a Collective Dispute.

(c) COLLECTIVE CLAIMS/DEMANDS

These shall mean all claims/demands for alterations to terms of service regarding matters specified in Appendix "B" of the Agreement which may affect all employees or any group of employees of the Bank.

Such claims/demands shall be raised in writing with the Bank by the Union's General Secretary or Deputy General Secretary. Full details of the claims/demands will be given.

On receipt of such claims/demands the Bank shall, as soon as possible and within fourteen (14) days from date of such claim, indicate in writing their acceptance or otherwise. In the event of the Union expressing itself in writing to the Bank as dissatisfied with the Bank's reply, the matter shall be referred to a meeting of the Joint Negotiating Council within fourteen (14) days from the date of the Union communication. If no settlement is reached at Joint Negotiating Council level, each party shall notify the proper officer (Labour Officer), of the existence of a dispute concerning collective claims/demands.

8. AMENDMENTS TO AND TERMINATION OF THIS AGREEMENT

(a) This Agreement shall come into force on 15th APRIL 1979
..... and shall remain in force until
31st MARCH 1983

unless:

1. Terminated by mutual consent
2. Amended or replaced by a new Agreement negotiated by the parties hereto
3. One or both of the parties ceases to be a legal entity.

(b) Either party wishing to amend or modify the Agreement shall give three months' written notice to the other party of its proposed amendments with details of the same.

IN WITNESS whereof the representatives of the Parties to this Agreement have hereunto set their hands this 17th day of SEPTEMBER 1979.

For and on behalf of the
Bank of Zambia

E. CHALWE
DIRECTOR
ADMINISTRATION & PERSONNEL

M. D. MWAPE
GENERAL MANAGER

J. L. MUCHINGA
SPECIAL ASSISTANT
TO GOVERNORS.

For and on behalf of the Zambia
Union of Financial Institutions

CHIKOTI
NATIONAL CHAIRMAN

R. H. SIKAZWE
NATIONAL CHAIRMAN

R. C. CHIBESAKUNDA
GENERAL SECRETARY

APPENDIX "A"

CONSTITUTION AND RULES OF JOINT NEGOTIATING COUNCIL

1. MEMBERSHIP

Membership of the Council shall be not more than 12 and not less than 6 members with an equal number of representatives from each side.

2. APPOINTMENT OF REPRESENTATIVES

- (a) A representative of the Bank shall be chairman at all times;
- (b) Notwithstanding the provisions of Clause 4 Appendix "A" each side may appoint its own Secretary who may not be a member of the Council.

3. MEETINGS

- (a) Regular meetings of the Council will be held at intervals of not longer than three months, with at least 30 days notice.
- (b) Either party may call an emergency meeting by giving seven (7) days notice to the other party and full details of the items on the Agenda shall be stated in the notice convening the meeting.
- (c) Meetings called pursuant to the provisions of Clauses 7 (a) and 7 (c) of this Agreement will take place within the period prescribed. Full details of the items on the Agenda shall be stated in the notice convening the meeting.
- (d) The Joint Negotiating Council once formed pursuant to the provisions of Clause 1 Appendix "A" shall establish a quorum to be observed for all future meetings of the Joint Negotiating Council.

4. MINUTES

Copies of the Minutes of each meeting shall be prepared by the Secretary of the Banks representatives and circulated to each member of the Council. A copy of the Minutes shall be submitted for approval at the next meeting.

5. FAILURE TO REACH AGREEMENT AND DEADLOCK IN JOINT NEGOTIATING COUNCIL

- (a) If both parties fail to agree on any matter referred to the Joint Negotiating Council, the proposal differences or dispute shall be adjourned for consideration at a further meeting of the Council to be held at a mutually convenient time, unless both parties otherwise agree, not later than two months from the date of the meeting.

- (b) If after a further meeting the Council is still unable to reach an Agreement, either party may give notice in writing to the other within twenty one (21) days after the meeting of their intention to refer the dispute to the appropriate authority in accordance with the Labour Laws of Zambia in force from time to time.

6. AGREEMENTS

- (a) Agreements reached between the two parties shall be reduced to writing in English and signed by a duly authorised member of each side of the Council. Copies shall be given to each party and registered with the appropriate authority in accordance with the Labour Laws of Zambia in force from time to time.
- (b) Agreements shall be implemented with effect from the date the decisions are taken or with effect from such other date as the Council may decide.
- (c) Any Agreement reached or settlement agreed by the Council upon any proposal, difference or dispute referred to them pursuant to Clause 5 above shall be binding on each of the parties to this Agreement. Each of the parties to this Agreement shall promptly do all such acts and things as may be necessary or expedient on its respective part to secure that the agreement, settlement or determination is fully and promptly implemented and carried into effect, and is accepted and complied with by all their members whose acceptance or compliance may be necessary to give effect thereto.

APPENDIX "B"

1. Rate of pay and Overtime
2. Length of Annual Holidays and Attendant Conditions
3. Hours of Work
4. Duration of Individual Contracts
5. Principles of Redundancy
6. Uniforms and Protective Clothing
7. Conditions in Premises
8. Sick Leave
9. Sickness Benefits
10. Maternity Leave
11. Gratuities
12. Pensions
13. Social and Sports Activities

APPENDIX "C" (1)

All subjects not listed under Appendix "B", are not for negotiations, and in particular:

- (1) Management Methods

