

RECOGNITION AGREEMENT

BETWEEN

THE LOCAL AUTHORITIES
SUPERANNUATION FUND

AND

ZAMBIA UNION OF FINANCIAL INSTITUTIONS
AND ALLIED WORKERS

MEMORANDUM OF RECOGNITION AGREEMENT

BETWEEN

LOCAL AUTHORITIES SUPERANNUATION FUND

(Hereinafter referred to as 'The Management Committee')

AND

ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS

(Hereinafter referred to as 'The Union')

1. RECOGNITION

Board of Directors
The Management Committee agrees to recognise the Union for so long as the Union remains registered in accordance with the laws of Zambia in force from time to time affecting Labour Relations as representing the eligible 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

Board of Directors
The Management Committee 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 the Management Committee with exception of those:

(a) who are in the rank of SUP 6 and above

(b) who are Personal Secretaries to the Secretary and Treasurer, Deputy Secretary and Treasurer and Heads of Departments.

Management Staff
Managing Director
CPA / DCS
In 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 rank of SUP 6).

3. CONDITIONS OF THE AGREEMENT

(a) The Union agrees it will not initiate or support any action or proceedings designed or calculated to compel any employee of the Management Committee to be or to become a member of the Union against his/her will.

(b) The Management Committee 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.

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indicated

The Management Committee acknowledges that it is the prerogative of the Union to discipline its officials for any unconstitutional or improper acts done by them in their capacity as officials of the Union.

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(c) The Management Committee 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 place of work.

(d) 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 office Supervisor or Heads of Departments. Such permission shall not be unreasonably withheld.

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(e) The members of the Management Committee undertake that they 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 the management.

✓

(f) 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 an action taken by their members which is at variance with this agreement or any other agreement subsequently negotiated between the Management Committee and the Union.

(g) The Union recognises that it is the prerogative of the Management Committee 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.

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4. ELECTIONS AND NOTIFICATION OF REPRESENTATIVES

- (a) The union undertakes to notify the Management Committee 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 officials of the Management Committee. The Union further undertakes to notify the Management Committee of any changes in office bearers.
- (b) The Management Committee undertakes to notify the General Secretary of the Union in writing of the names and designation of its officers and to advise any changes in office bearers of the Management Committee.
- (c) Normal rights of access to members and potential members shall be accorded to accredited Union representatives for the purpose of Union Business.

Jan/abt

5. DEDUCTION OF UNION SUBSCRIPTIONS

Subject to Section 19(1) of the Industrial Relations Act, the Management Committee undertakes with the consent of the employees concerned, to deduct 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 Union the Board will within fourteen days of making such deductions, remit to the Head Office of the Congress 30% (Thirty percent) of the Union dues so collected, the remaining 70% (Seventy percent) of the dues to be remitted to the Head Office of the Union.

Check with Union

The Congress Position is Zambian is currently affiliated to FFTUZ (Federation of Free Trade Unions of Zambia)

- (b) The remittance referred to in (a) above shall be made by crossed cheque marked "not negotiable" and "account payee only".

6. JOINT NEGOTIATING COUNCIL

Change to Bargaining Unit

- (a) In recognition of the fact that LOCAL AUTHORITIES SUPERANNUATION FUND is a vital service for the benefit of the common man and the parties agree that negotiating machinery will be subject to the provision of the Laws of Zambia in force from time to time affecting Labour Relations. A Joint Negotiating Council for eligible employees of the Management Committee coming within the scope of this agreement shall be formed and shall sit in Lusaka.

(all)

Any where in Zambia

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

(c) Subject for Negotiations:

It is hereby agreed that the subjects set out in Appendix "B" hereto are subjects for negotiations between the members of the Management Committee and the Union.

(changed a bit)

7. NEGOTIATING PROCEDURE

(a) Individual Grievances

Check the Disputes and Com.

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 Departmental Head or the Deputy 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 Personnel Manager who will convene a meeting with the Union to discuss the issue 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 Management Committee will be communicated to the Union.

Stage 4

If the matter has not been resolved on completion of Stage 2 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 Management Committee. Such grievances shall be detailed in sub-paragraph (a) above. In the event of the failure to settle the matter, it shall be dealt with in accordance with stage 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 Management Committee. Such claims/demands shall be raised in writing with the Management Committee by the Union's General Secretary or Deputy General Secretary. Full details of the claim will be given.

On receipt of such claim/demands the Management Committee shall, as soon as possible and within fourteen (14) days from the date of such claim indicate in writing their acceptance or otherwise. In the event of the Union expressing itself in writing to the Management Committee as dissatisfied with the Management Committee'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 the Joint Negotiating Council level, each party shall notify the proper officer (Labour Officer) of the existence of the Collective Claims/Demands. ?

8. MODIFICATION TO AND TERMINATION OF THE AGREEMENT

- (a) This agreement shall come into force and shall remain in force until:
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
- 4. Either party wishing to amend or modify the agreement shall give three months notice in writing to the other party of its proposed amendments with details of the same.

IN WITNESS WHEREOF the Management Committee of the Local Authorities Superannuation Fund has caused its common seal to be hereunto affixed and the Zambia Union of Financial Institutions and Allied Workers has set its hand and seal this 29th day of June One Thousand Nine Hundred and Eighty-Nine

THE COMMON SEAL OF THE MANAGEMENT)
 COMMITTEE OF THE LOCAL AUTHORITIES)
 SUPERANNUATION FUND was hereunto)
 affixed in the presence of:)

CHAIRMAN: *[Signature]*

SECRETARY-TREASURER: ... *[Signature]* ...

SIGNED SEALED AND DELIVERED FOR)
 AND ON BEHALF OF THE ZAMBIA UNION)
 OF FINANCIAL INSTITUTIONS AND)
 ALLIED WORKERS in the presence of:

NATIONAL CHAIRMAN: *[Signature]*

GENERAL SECRETARY: *[Signature]*

APPENDIX "A"

CONSTITUTION AND RULES OF JOINT NEGOTIATING COUNCIL

1. Membership

Membership of the Council shall not be more than eight (8) and not less than six (6) members with an equal number of representatives from each side.

2. Appointment of Representatives

- (a) A representative of the Board shall be Chairman at all times
- (b) Each side may appoint its own Secretary who shall 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 (thirty) days notice.
- (b) Either party may call an emergency meeting by giving 7 (seven) 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 provision of Clause 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 meetings.

4. Minutes

Copies of the Minutes of such meeting shall be prepared by the Secretary of the Board's representative and circulated to each member of the Council. A copy of the Minutes shall be submitted for approval at the next meeting.

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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, difference 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 of 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 are carried into effect, and is accepted and complied with by all their members whose and acceptance or compliance may be necessary to give effect thereto.

APPENDIX "B"

1. Rates 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 on Premises
 8. Sick Leave
 9. Sickness Benefits
 10. Maternity Leave
 11. Social and Sports Activities
 12. Management Methods
 13. Local Authorities Superannuation Fund and Gratuities
 14. Pensions
 15. Conditions of Service
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