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No:.....

REPUBLIC OF ZAMBIA

DL/101/6/225

DEPARTMENT OF LABOUR

19TH April, 2004

OFFICE OF THE COMMISSIONER

P.O. BOX 32186

LUSAKA

The Finance and Admin. Manager,
Pensions and Insurance Authority,
Private Bag X30,
LUSAKA

The President, ✓
Z.U.F.I.A.W.,
P.O. Box 31174,
LUSAKA

Dear Sir,

RE: APPROVAL OF RECOGNITION AGREEMENT

I refer to the captioned matter.

I am pleased to inform you that the Agreement has been approved and registered accordingly.

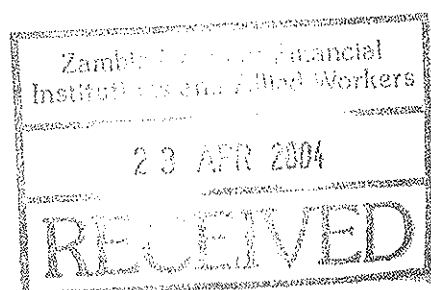
Find enclosed a copy of the said Agreement for your records and necessary action.

Yours faithfully,

M. Mundale

Labour Officer

For/ ACTING LABOUR COMMISSIONER



MEMORANDUM OF RECOGNITION AGREEMENT

BETWEEN

PENSIONS AND INSURANCE AUTHORITY
(Hereinafter referred to as "Authority")

AND

ZAMBIA UNION OF FINANCIAL INSTITUTIONS AND ALLIED WORKERS
(Hereinafter referred to as "The Union")

PREAMBLE

The **Authority** and the **Union**, desiring to make the greatest possible contribution to the success and prosperity of the **Authority**, employees and the nation as a whole, hereby agree to subscribe to principles that the **Authority** operates at maximum efficiency, thereby contain as much as possible the operational costs. Therefore, the parties agree to accept practices, which promote individual and collective efficiency.

1. RECOGNITION

The **Authority** agrees to recognise the Union as representative and bargaining agent for all eligible employees of the **Authority** for so long as the Union remains registered in accordance with the Laws of Zambia in force from time to time affecting Labour Laws, and for so long as both parties continue to observe the terms of this Agreement.

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2. SCOPE OF THE AGREEMENT

Eligible employees shall be those who are on permanent establishment of the **Authority** with exception of the following:

- An employee empowered to make management decisions;
- An employee entrusted with Human Resource Management and Industrial Relations functions, or
- An employee reporting directly to the Chief Executive.

In terms of this Clause, it is understood that matters negotiated between the parties to this Agreement shall be confined to bona fide members of the Union. Full-time trainees who are not on the payroll of the Authority, Payroll Accountant and Secretaries to the Registrar and Deputy Registrar shall be excluded.

3. CONDITIONS OF THE AGREEMENT

- (a) The **Authority** recognises the Union on the basis of the Constitution of the Union in force at the date of the execution of this Agreement.
- (b) The parties undertake to settle any of all industrial disputes according to procedures as set out in the Agreement and as stipulated in Sections 75 to 78 of the Industrial and Labour Relations Act.

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- (c) The Union agrees that it will not initiate or support any action or proceedings designed or calculated to compel any employee to be or become a member of the Union against his or her will and that it will not support any strike or stoppage of work which is taken according to the procedures of the Industrial and Labour Relations Act and this Agreement.
- (d) The Union undertakes that employees who are Union Officials/representatives will not leave their place of work for the purposes of conducting Union duties without permission of the Management through their appropriate superiors. Such permission shall not be unreasonably withheld.
- (e) The Union recognises that it is the prerogative of the Authority to discipline its employees for improper acts done in their capacity as employees provided that in the case of unionised employees, Union Branch Officials are subsequently informed at the latest by the following day of the disciplinary action taken.
- (f) The **Authority** undertakes that it will not discriminate against or victimise a representative or member of the Union on account of any legitimate activities in his/her capacity as a Union Official or as a member. The Authority acknowledges that it is the prerogative of the Union to discipline its officials or members for unconstitutional acts done

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by them in their capacity as officials or members of the Union. The Authority further acknowledges that a fair disciplinary action by the Management shall be based on conditions under which an employee works (supported by Agreements with the Union and the Industrial and Labour Relations Act) to ensure consistency of actions to all employees concerned.

- (g) The **Authority** undertakes to afford such facilities to the officials of the Union as are mutually agreed as being necessary for the latter to carry out their duties as representatives of the employees at various places of work.
- (h) The **Authority** agrees that it will do its best to avoid acts and/or conducts which are likely to lead to industrial unrest and that it will not encourage or support lock-outs until all stages of settling the dispute as laid down in this Agreement and the Industrial and Labour Relations Act are exhausted.
- (i) The **Authority** agrees to meet duly accredited representatives of the Union from time to time for the purposes of discussing matters concerning the terms and conditions of employment of such employees as the Union represents.
- (j) The **Authority** agrees that matters negotiated between the parties to this Agreement shall only be confined to bona fide members of the Union. Non-members who are unionisable will be attended to at

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Management's discretion provided the benefits are not superior to unionised employees.

- (k) Management agrees with the Union that it will not discriminate on wages to employees on the basis of association but the principle of equal pay for equal work will apply.

4. ELECTION AND NOTIFICATION OF UNION OFFICIALS

- (a) The Union undertakes to notify the Authority in writing the names, designation and areas of operation of all local Branch and National Officials elected as per Union Constitution.
- (b) The **Authority** undertakes to notify the Union through the General Secretary in writing of the names and designation of its officials and to advise any changes in this regard.
- (c) Normal rights of access to members and potential members shall be accorded to accredited Union representatives for the purpose of Union business provided management is informed.

5. DEDUCTION OF UNION SUBSCRIPTIONS

- (a) In accordance with Section 22 of the Industrial and Labour Relations Act, the Authority undertakes, with the consent of the employees who are members of the Union, to recover subscription fees at the

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rate of 2% of basic salary (or as amended by the appropriate body of the Union from time to time).

- (b) The remittances referred to in (a) above shall be made by crossed cheque marked "Not Negotiable" and "Account Payee Only," and sent to the Head Office of the Union.

6. BARGAINING UNIT

- (a) In recognition of the fact that the **PENSIONS AND INSURANCE AUTHORITY** provides a vital service for the benefit of the country, 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 Laws. A Bargaining Unit comprising Union's Negotiating Team on one hand and Management Officials on the other, shall be formed and shall sit in Lusaka or any place it may deem convenient.

- (b) The Constitution and Rules of the Bargaining Unit are set out in Appendix "A."

(c) Subjects for Negotiations:

It is hereby agreed that the subjects listed in Appendix "B" hereto are subjects for negotiations between the parties.

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(d) Subjects not for Negotiations:-

It is hereby agreed that subjects mentioned in Appendix "C" shall not be subjects for negotiations except where the Union observes the infringements of this Agreement, Collective Agreements or elements of injustice in the action taken by Management.

7. GRIEVANCE PROCEDURE

(a) Individual Grievance

Stage 1

An employee desiring to raise a grievance with which he/she is directly or indirectly or personally concerned shall in the first place raise it with his/her immediate superior.

Stage 2

If the employee is not satisfied with the answer to Stage 1, he/she will refer his/her complaint to the Branch Union Officials who together with him/her if need be, shall raise it with the Human Resources Official or his/her equivalent who shall give an answer within two (2) working days.

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Stage 3

Should the issue remain unresolved at Stage 2, the Union Branch Officials will arrange for a meeting with the Head of Department whichever is the case, to discuss the matter. The Management will be required to give an answer within two (2) working days. The Organisation Chart should be observed.

Stage 4

If the solution is not forthcoming at Stage 3, the Union Branch Officials and the Head of Department shall submit the case in writing to their respective Head of Human Resources giving full details of the subject. A meeting of the Bargaining Unit shall be arranged as soon as possible.

Stage 5

If the Bargaining Unit fails to reach an agreement, either party shall give seven (7) days notice of the intention to declare a dispute. Should the other party fail to give a satisfactory reply, the aggrieved party will proceed with declaration of a dispute.

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(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 Unionised employees of the Authority, such grievances shall be raised by the Union's National Executive Council at Stage 3 of the procedure laid down as Clause 7(a) above and may proceed to Stages 4 and 5 if no solution is forthcoming.

8. AMENDMENTS TO AND TERMINATION OF THIS AGREEMENT

(a) This Agreement shall come into force on
----- and shall
remain in force until:-

- (i) terminated by mutual consent of both parties.
- (ii) amended and/or replaced by a new Agreement negotiated by the parties.
- (iii) one or both parties ceases to be a legal entity.

(b) Either party wishing to amend or modify this Agreement shall give three (3) months notice to the other party of its proposed amendments or modification giving full details of the same.

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IN WITNESS WHEREOF:-

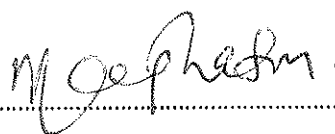
We have hereunder set our hand this 23rd day
of February in the year 2004

For and on behalf of
PENSIONS AND
INSURANCE AUTHORITY



A / REGISTRAR

For and on behalf of
ZAMBIA UNION OF FINANCIAL
INSTITUTIONS AND ALLIED
WORKERS



PRESIDENT



FINANCE & ADMIN. MANAGER



GENERAL SECRETARY



for

NATIONAL TRUSTEE

Approved
[Signature]

APPENDIX 'A'**CONSTITUTION AND RULES OF THE BARGAINING UNIT****1. Membership**

The membership of the Unit shall not be more than twelve (12) with an equal number of representatives. The quorum shall be eight (8) with equal representation. One Branch Women's Committee representative shall sit on the Bargaining Unit.

2. Election of Chairperson

- (a) The Unit shall elect the Chairperson from among its members present at the meeting. The Chairperson so elected shall remain in the chair until the negotiations so opened are concluded or otherwise.
- (b) A representative from Management will normally be Secretary or either party may appoint its own Secretary.

3. Meetings

- (a) Regular meetings of the Unit will be held at intervals of not longer than three (3) months with either party giving thirty (30) days notice to the other. The meetings shall normally be held during working hours on the **Authority's Premises**.

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- (b) Either party may call for an emergency meeting by giving five (5) days notice to the other party and full details of the items on the Agenda shall be stated.
- (c) Meetings called pursuant to provisions of Clause 7(a) and (b) of this Agreement will take place within the period prescribed.

4. Minutes

Copies of the Minutes of every meeting shall be prepared by the Secretary and circulated to each member of the Unit, two copies of which shall be submitted for approval at the next meeting.

5. Failure to Reach Agreement and Deadlock at Bargaining Unit:

- (a) If the two parties fail to agree on any matter referred to the Bargaining Unit the proposed difference or dispute shall be adjourned for a consideration at a further meeting to be held at a mutually convenient time but not later than two (2) weeks from the date of adjournment.
- (b) If after a further meeting, the Unit is still unable to reach an agreement, either party may give notice in writing within three (3) weeks (twenty-one (21) days) after the second meeting indicated in (a) above of their intention to refer the dispute to appropriate authorities in accordance

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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 duly authorised member(s) of each side of the Unit. Copies shall be given to each side of the Unit. Copies shall be given to each party and registered with the appropriate authorities in accordance with the Labour Laws in force at that time.
- (b) Agreements shall be implemented with effect from the date the decisions are taken or such date the Unit may decide.
- (c) Any Agreement reached by the Unit regarding any proposal, difference or dispute referred to pursuant to Clause 5 above, shall be binding upon each party. Each of the parties shall promptly do all such acts and things as are necessary or expedient to secure mutual agreement, settlement or determination on the matter.

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APPENDIX 'B'**ITEMS FOR NEGOTIATIONS**

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/Restructuring and Redundancy Package
6. Uniforms and Protective Clothing
7. Conditions on Premises
8. Sickness Benefits
9. Sick Leave
10. Maternity Benefits
11. Social and Sports Activities
12. Pension Schemes
13. Occupational Health and Safety
14. Home Ownership Scheme
15. Funeral Grant
16. Staff Loans
17. Medical Scheme/Allowance
18. Education Allowance
19. Transport Allowance
20. Discipline
21. Any other issues as may be deemed appropriate by both parties.

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APPENDIX 'C'

1. Management methods but Clause 6(d) of this Agreement shall apply where necessary.
2. National Pension Scheme Authority

APPENDIX 'D'**DEFINITIONS**

In this Agreement:-

- **"Unit"** means Bargaining Unit or negotiating team representing the Authority and the Union.
- **"Collective Agreement"** means an agreement by an appropriate bargaining unit in which the terms and conditions affecting the employment and remuneration of employees are laid down.
- **"Collective Dispute"** shall be construed in accordance with the Industrial and Labour Relations Act.
- **"Eligible Employee"** means a unionisable employee other than a member of management.
- **"Employee"** means any person who has entered into a contract of employment with the Authority.
- **"Member"** means a member of the Union.
- **"Proper Officer"** means a Labour Officer defined in the Industrial and Labour Relations Act.

Approved
10/10/2014

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